

**SOLICITATION, OFFER, AND AWARD**

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING

PAGE OF PAGES

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) INVITATION FOR BID <input type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than item 7)		

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_  
(Hour) (Date)

**CAUTION** - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION

**11. TABLE OF CONTENTS**

(X)	SECTION	DESCRIPTION	PAGE(S)	(X)	SECTION	DESCRIPTION	PAGE(S)
		<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>	
	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause Number 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION		

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: <input type="checkbox"/> 10 U.S.C. 3204(a) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	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.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

**STANDARD FORM 33 (REV. 12/2022)**  
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

## Section A - Solicitation/Contract Form

F/O Aeromechanics and Systems Engineering Research

CONTRACT SPECIALIST: Taylor Grau  
Email: taylor.l.grau.civ@us.navy.mil

CONTRACTING OFFICER: Stacey Stone  
Phone: (240) 587-9003  
Email: stacey.l.stone9.civ@us.navy.mil

CONTRACTING OFFICER'S REPRESENTATIVE (COR): TBD at time of award

1. The Service Contract Act and the Fair labor standards Act are not applicable to this requirement.
2. Cost Plus Fixed Fee CPFF Term Level of Effort (LOE) task orders (to include COST type CLINs for Other Direct Charges (ODCs)) will be issued under this single award Indefinite Delivery Indefinite Quantity (IDIQ) contract. NAVAIR clause BTXT.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (DEC 2012) will be included in applicable LOE task orders.
3. The Product Service Code (PSC) for this procurement is R425 Engineering and Technical Services.
4. This contract will have a five-year ordering period with the possibility of a six-month option with execution of the 52.217-8 and 52.217-9 the total of this contract, including the exercise of any options under this clause, shall not exceed 66 months (five years, six months). Task Orders (TOs) will be issued as required and the PoP will be determined upon award of each TO.
5. In accordance with NAVAIR Clause BTXT.216-9506, the maximum value of this contract is the sum of the maximum values of the priced CLINS.
6. A Lot is defined as a five-year ordering period for a specific CLIN (no option periods) to include all associated task orders placed during the ordering periods.
7. The contractor will be required to have a TOP SECRET facility clearance and a TOP SECRET or SECRET clearance for personnel identified in Section C Statement of Work (SOW) paragraph 3.3.3 prior to issuance of a task order under this contract. The contractor will not be permitted access to classified information until a final DD254 is incorporated as an attachment to the contract.

## Section B - Supplies or Services & Prices or Costs

### Additional Information/Notes

#### Government Minimum/Maximum to Order

Maximum: 48,000,000.00 Dollars, U.S.

Item	Supplies/Service	Estimated Quantity	Unit	Unit Price	Amount
0001	RDT&E Labor Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
0002	OM&N Labor Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
0003	APN Labor Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
0004	NWCF Labor Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
0005	FMS Labor Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
0006	RDT&E ODC Pricing Arrangement: Cost No Fee	1	Lot		
0007	OM&N ODC Pricing Arrangement: Cost No Fee	1	Lot		
0008	APN ODC Pricing Arrangement: Cost No Fee	1	Lot		
0009	NWCF ODC				

	Pricing Arrangement: Cost No Fee	1	Lot		
0010	FMS ODC Pricing Arrangement: Cost No Fee	1	Lot		
0011	DATA Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		

### Additional Regulation or Supplemental Clauses Incorporated by Full Text

**BTXT.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)**

**(Dec 2012)**

(a) The level of effort estimated to be ordered during the term of this contract/order is 240,000 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in the contract/order. The estimated composition of the total man-hours of direct labor by classification is as follows:

[illegible]

Computer Scientist	Senior	15-1221	Secret	1,920	1,920	1,920	1,920	1,920	9,600
Program Manager	Senior	11-1021	Secret	1,920	1,920	1,920	1,920	1,920	9,600
Configuration Management Specialist	Journeyman	13-1111	Secret	1,920	1,920	1,920	1,920	1,920	9,600
Program Analyst	Senior	13-1111	Secret	1,920	1,920	1,920	1,920	1,920	9,600
Office Clerk, General II	N/A	43-9061	Secret	1,920	1,920	1,920	1,920	1,920	9,600
Total				48,000	48,000	48,000	48,000	48,000	240,000

\* denotes Key Personnel labor categories

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

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

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

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

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

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

#### BTXT.216-9506 MINIMUM AND MAXIMUM QUANTITIES (NAVAIR)

(Mar 1999)

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is 10,000 man-hours; the maximum quantity is 240,000 man-hours.

**BTXT.215-9535 PRICE AT LINE ITEM LEVEL (NAVAIR)**

**(Oct 2005)**

Offerors shall insert in Section B of the Schedule unit prices and amounts at the line item level only (e.g., Item 0001, 0002, etc.), even though subline items are also shown in the Schedule.

## **Section C - Description/Specifications/Statement of Work**

### **Requirements**

F/O Aeromechanics and Systems Engineering Research

## Section D - Packaging and Marking

### CLIN DESCRIPTION

#### LABOR:

0001, 0002, 0003, 0004, & 0005

Packaging and marking are not applicable to these items.

### OTHER DIRECT COSTS (ODCS):

0006, 0007, 0008, 0009, & 0010

Packaging and marking shall be IAW NAVAIR clauses DTXT.247-9508, DTXT.247-9510 and DTXT.247-9514.

### DATA:

0011

Packaging and marking shall be IAW NAVAIR clauses DTXT.247-9507, DTXT.247-9508, DTXT.247-9514 and Exhibit (A), DD Form 1423, Contract Data Requirements List (CDRL).



## Section E - Inspection and Acceptance

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/Deviation	Variation Effective Date
52.246-9	Inspection of Research and Development (Short Form).	Apr 1984		

### Additional Regulation or Supplemental Clauses Incorporated by Full Text

#### ETXT.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR)

(Oct 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Contracting Officer Representative (COR) as identified in the NAVAIR Clause GTXT.201-9501 DESIGNATION OF CONTRACTING OFFICER REPRESENTATIVE

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

#### ETXT.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR)

(Feb 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled Attachment 3, NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

### Overall Contract Inspection/Acceptance Locations

0001	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.</p> <p>DoDAAC: N00421 CountryCode: USA</p> <p>COMMANDER NAVAL AIR WARFARE CENTER AIR DIV, 47179 VAUGHN ROAD BLDG 665 PATUXENT RIVER, MD 20670-5000 UNITED STATES</p> <p>Anthony Page, Technical Point of Contact Email: anthony.b.page2.civ@us.navy.mil Telephone: 301-342-8556</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.</p> <p>DoDAAC: N00421 CountryCode: USA</p> <p>COMMANDER NAVAL AIR WARFARE CENTER AIR DIV, 47179 VAUGHN ROAD BLDG 665 PATUXENT RIVER, MD 20670-5000</p>

	<p>UNITED STATES</p> <p>Anthony Page, Technical Point of Contact Email: anthony.b.page2.civ@us.navy.mil Telephone: 301-342-8556</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.</p> <p>DoDAAC: N00421 CountryCode: USA</p> <p>COMMANDER NAVAL AIR WARFARE CENTER AIR DIV, 47179 VAUGHN ROAD BLDG 665 PATUXENT RIVER, MD 20670-5000 UNITED STATES</p> <p>Anthony Page, Technical Point of Contact Email: anthony.b.page2.civ@us.navy.mil Telephone: 301-342-8556</p>
0004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.</p> <p>DoDAAC: N00421 CountryCode: USA</p> <p>COMMANDER NAVAL AIR WARFARE CENTER AIR DIV, 47179 VAUGHN ROAD BLDG 665 PATUXENT RIVER, MD 20670-5000 UNITED STATES</p> <p>Anthony Page, Technical Point of Contact Email: anthony.b.page2.civ@us.navy.mil Telephone: 301-342-8556</p>
0005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.</p> <p>DoDAAC: N00421 CountryCode: USA</p> <p>COMMANDER NAVAL AIR WARFARE CENTER AIR DIV, 47179 VAUGHN ROAD BLDG 665 PATUXENT RIVER, MD 20670-5000 UNITED STATES</p> <p>Anthony Page, Technical Point of Contact Email: anthony.b.page2.civ@us.navy.mil Telephone: 301-342-8556</p>
0006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.</p> <p>DoDAAC: N00421 CountryCode: USA</p>

	<p>COMMANDER NAVAL AIR WARFARE CENTER AIR DIV, 47179 VAUGHN ROAD BLDG 665 PATUXENT RIVER, MD 20670-5000 UNITED STATES</p> <p>Anthony Page, Technical Point of Contact Email: anthony.b.page2.civ@us.navy.mil Telephone: 301-342-8556</p>
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0008	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.</p> <p>DoDAAC: N00421 CountryCode: USA</p> <p>COMMANDER NAVAL AIR WARFARE CENTER AIR DIV, 47179 VAUGHN ROAD BLDG 665 PATUXENT RIVER, MD 20670-5000 UNITED STATES</p> <p>Anthony Page, Technical Point of Contact Email: anthony.b.page2.civ@us.navy.mil Telephone: 301-342-8556</p>
0009	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.</p> <p>DoDAAC: N00421 CountryCode: USA</p> <p>COMMANDER NAVAL AIR WARFARE CENTER AIR DIV, 47179 VAUGHN ROAD BLDG 665 PATUXENT RIVER, MD 20670-5000 UNITED STATES</p> <p>Anthony Page, Technical Point of Contact Email: anthony.b.page2.civ@us.navy.mil Telephone: 301-342-8556</p>
0010	<p>Inspection and Acceptance Location</p> <p>Both Destination</p>

	<p>Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.</p> <p>DoDAAC: N00421 CountryCode: USA</p> <p>COMMANDER NAVAL AIR WARFARE CENTER AIR DIV, 47179 VAUGHN ROAD BLDG 665 PATUXENT RIVER, MD 20670-5000 UNITED STATES</p> <p>Anthony Page, Technical Point of Contact Email: anthony.b.page2.civ@us.navy.mil Telephone: 301-342-8556</p>
0011	<p>Inspection and Acceptance Location</p> <p>Both Destination</p> <p>Instructions: Acceptance and Inspection will be conducted in accordance with contract terms and conditions.</p> <p>DoDAAC: N00421 CountryCode: USA</p> <p>COMMANDER NAVAL AIR WARFARE CENTER AIR DIV, 47179 VAUGHN ROAD BLDG 665 PATUXENT RIVER, MD 20670-5000 UNITED STATES</p> <p>Anthony Page, Technical Point of Contact Email: anthony.b.page2.civ@us.navy.mil Telephone: 301-342-8556</p>

## Section F - Deliveries or Performance

### LABOR:

0001, 0002, 0003, 0004, & 0005

The Period of Performance (PoP) identified below comprises the estimated ordering period for this IDIQ contract.

The PoP applicable to each task order shall be identified in the individual task order.

### OTHER DIRECT COSTS (ODCS):

0006, 0007, 0008, 0009, & 0010

The Period of Performance (PoP) identified below comprises the estimated ordering period for this IDIQ contract.

The PoP applicable to each task order shall be identified in the individual task order.

### DATA:

0011

The technical data shall be delivered in accordance with the applicable Contract Data Requirements List (CDRL),

DD Form 1423, Exhibit A.

### Overall Contract Delivery Period

#### Period of Performance

From 01 Jan 2027 to 31 Dec 2032

The ordering period above may include unexercised options

Line Item	Delivery Schedule	Estimated Quantity	Address and POC
0001	Period of Performance From 01 Jan 2027 To 31 Dec 2032	1 Lot	
0002	Period of Performance From 01 Jan 2027 To 31 Dec 2032	1 Lot	
0003	Period of Performance From 01 Jan 2027 To 31 Dec 2032	1 Lot	
0004	Period of Performance From 01 Jan 2027 To 31 Dec 2032	1 Lot	
0005	Period of Performance From 01 Jan 2027 To 31 Dec 2032	1 Lot	

0006	Period of Performance From 01 Jan 2027 To 31 Dec 2032	1 Lot	
0007	Period of Performance From 01 Jan 2027 To 31 Dec 2032	1 Lot	
0008	Period of Performance From 01 Jan 2027 To 31 Dec 2032	1 Lot	
0009	Period of Performance From 01 Jan 2027 To 31 Dec 2032	1 Lot	
0010	Period of Performance From 01 Jan 2027 To 31 Dec 2032	1 Lot	
0011	Period of Performance From 01 Jan 2027 To 31 Dec 2032	1 Lot	

## Section G - Contract Administration Data

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.204-7006	Billing Instructions-Cost Vouchers	May 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

### DFARS Clauses Incorporated by Full Text

#### 252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

##### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

=====  
(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

=====

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

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

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

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

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

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

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<u>TBD</u>
Issue By DoDAAC	<u>N00421</u>
Admin DoDAAC	<u>N00421</u>
Inspect By DoDAAC	<u>N00421</u>
Ship To Code	<u>N/A</u>
Ship From Code	<u>N/A</u>
Mark For Code	<u>N/A</u>
Service Approver (DoDAAC)	<u>N00421</u>
Service Acceptor (DoDAAC)	<u>N/A</u>
Accept at Other DoDAAC	<u>N/A</u>
LPO DoDAAC	<u>N00421</u>
DCAA Auditor DoDAAC	<u>TBD</u>
Other DoDAAC(s)	<u>N/A</u>

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.



(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

To be determined at Task Order

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

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

# **Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**GTXT.232-0001 PAYMENT INSTRUCTIONS (NAVAIR)**

**(May 2023)**

## **For Government Use Only**

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions - Commercial Products and Commercial Services; 52.216-7, Allowable Cost and Payment; 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable contract line item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the line item billed.
52.232-1, Payments, 252.217-7007, Payments (vessel repair and alterations)	Navy Shipbuilding Invoice (Fixed Price)	X	X	N/A	Line item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item the funds will be allocated using the oldest funds first. In the event of a deliverable line or deliverable subline item with two or more ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
					Line item specific proration. If there is more than one ACRN within a deliverable

52.232-1, Payments; 52.232-2, Payments Under Fixed-Price Research and Development Contracts; 52.232-3, Payments Under Personal Services Contracts; 52.232-4, Payments Under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments Under Communication Service Contracts With Common Carriers	Invoice	X	X	N/A	line item or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item the funds will be allocated using the oldest funds first. In the event of a deliverable line or deliverable subline item with two or more ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments (excluding contracts with multiple lot progress payments)	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress payments are considered contract level financing, and the "contract price" shall reflect the fixed-price portion of the contract per FAR 32.501-3.
52.232-16, Progress Payments; 252.232-7018, Progress Payments-Multiple Lots	Progress Payment*	X	X	N/A	Lot-wide proration (applies to lots specifically identified in the contract). If there is more than one ACRN within a lot, the fuds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the lot for which payment is requested.

52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services; 52.232-30, Installment Payments for Commercial Products and Commercial Services	Commercial Product and Commercial Service Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account (s) to be charged for each payment approval in accordance with FAR 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the administrative contracting officer.

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

**GTXT.243-9500 DEFINITIZATION OF EQUITABLE ADJUSTMENTS FOR CHANGE ORDERS (Dec 2022)**  
**UNDER CONSTRUCTION CONTRACTS (NAVAIR)**

(a) The Department of the Navy does not have agency-specific policies and procedures that apply to the definitization of equitable adjustments for change orders under construction contracts.

(b) Effective October 28, 2022, the Department of the Navy collects data on the time it takes to definitize equitable adjustments for change orders under construction contracts. Data collected is available at <https://www.secnave.navy.mil/rda/DASN-P/Pages/Contracting-Resources.aspx>

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

(a) The Contracting Officer has designated **Stephen Douglas, [stephen.e.douglas.civ@us.navy.mil](mailto:stephen.e.douglas.civ@us.navy.mil), 240-434-5913** as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:

1. Review contractor invoices in Wide Area Work Flow (WAWF) to ensure proper labor categories and labor hours (as applicable) are charged to the appropriate CLIN/SLIN/INFOSLIN, Line of Accounting (LOA) ACRN, and if applicable appropriate Project number and TDL. In addition, ensure that travel and other items appear consistent with performance, and charges are reasonable for the work performed.

2. Maintain liaison with the prime contractor, your staff, other contractors, and customers related to the project.

3. Perform inspection and acceptance for the Government assuring performance/delivery is in accordance with

contract/order requirements, terms and conditions. Ensure the hours worked by the contractor are the hours billed in the contractor's invoice.

4. Promptly report to the Contracting Officer, in writing, any performance issues/delays by the contractor. Your written notice should include actions you have taken to assist in remedying the situation.
5. Ensure the Government meets its contractual obligations to the contractor under the contract/order. This includes Government-furnished equipment, information and services called for under the contract/order, and timely government comment on or approval of any draft deliverables as may be required by the contract/order.
6. Inform the Contracting Officer, in writing, of any needed changes to the scope of work included in the contract/order; and specify if you or the contractor recommended these changes.
7. When possible, but without change to the existing contract/order, resolve issues.
8. Work with the contractor and the Contracting Officer to resolve issues.
9. Verify the contractor has taken corrective measures and problem is resolved
10. Maintain a contract/order file(s) in the Surveillance and Performance Monitoring Module (SPM) of Procurement Integrated Enterprise Environment (PIEE) and include the following:
  - a. A copy of the contract/order and all modifications (unless available in Electronic Data Access (EDA))
  - b. This COR designation memorandum
  - c. Correspondence between you and the contractor
  - d. Copies of correspondences to or from the contracting officer
  - e. Minutes of all meetings
  - f. Copies of all invoices submitted and paid
  - g. Copies of all contractor data submittals
  - h. Records of all inspections performed and the results
  - i. All other documentation of actions taken by you or required by your agency
11. Assist with contract/order closeout
12. Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions and specifications. Specific emphasis should be placed on the quality provisions, for both adherences to the contract provisions and to the contractor's own quality control program.
13. Coordinate site entry for contractor personnel, and insure that any Government-furnished property is available when required.
14. CPARS Responsibility. You are responsible for documenting contractor performance in the Contractor Performance.
  - a. Assessment Reporting System (CPARS). The COR shall complete other CPARS assessments as required throughout the life of the contract, usually every 12 months and at the end of contract performance.
15. TASS Responsibility. If required, you are delegated responsibility for serving as a Trusted Associate Sponsorship System (TASS) Trusted Agent (TA). TAs shall be sponsors for eligible populations within TASS and will utilize TASS to register data for the DD Form 1172-2, re-verify CAC holder affiliation, and revoke CACs in accordance with DoDM 1000.13-M-V1 and the TASS (CVS) TASM/ TA and Applicant User Guides (available at <http://www.dtic.mil/whs/directives/>).
16. Travel Order Approval Authority. You are delegated the responsibility of approving contractor travel orders under this contract. Verify that travel receipts are valid and match the travel requirements identified in the Performance Work Statement (PWS) or Statement of Work SOW). Notify the Contracting Officer immediately if any issues or problems are observed. Report on approvals conducted in your monthly report.
17. Review and approve all travel and ensure travel is required IAW the SOW. Ensure funding is available.
18. You shall NOT:
  - a. Take any actions that would commit or change the contract/order price, quantity, quality, schedule/delivery, scope of work, place of performance, or any other term or condition of the existing contract.

Misrepresent the limits of your authority in dealing with the contractor nor take any action, which may constitute an informal agreement or unauthorized commitment.

- b. Direct or redirect any contract/order action. This can only be done by the Contracting Officer.
- c. Advise the contractor HOW to perform, but rather WHAT is required in the contract/order, including participating in any manner in the hiring process.
- d. Direct the contractor or its subcontractor to operate in conflict with the contract terms and conditions.
- e. Discuss acquisition plans, strategies or provide any advance information that might give one contractor an advantage over another contractor in forthcoming procurements.

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

**GTXT.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)**

**(Nov 2017)**

(a) Contract Administration Office.

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

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

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

Functions Retained	Retained for Performance By:
<b>FAR 42.302(a)(4) - Contract interpretation</b>	<b>PCO</b>
<b>FAR 42.302(a)(5) - Consent to subcontract</b>	<b>PCO</b>
<b>FAR 42.302(a)(12) - Issue administrative changes</b>	<b>PCO</b>
<b>FAR 42.302(a)(13) - Make payments</b>	<b>PCO</b>
<b>FAR 42.302(a)(20) - Negotiate and execute supplemental agreements</b>	<b>PCO</b>
<b>FAR 42.302(a)(25) - Terminate contracts for convenience</b>	<b>PCO</b>
<b>FAR 42.302(a)(26) - Terminate contracts for default</b>	<b>PCO</b>

<b>FAR 42.302(a)(35) - Approve purchase system</b>	<b>PCO</b>
<b>FAR 42.302(a)(49) - Approve contractor's insurance plans</b>	<b>PCO</b>
<b>FAR 42.302(a)(51) - Consent to the release of information</b>	<b>PCO</b>
<b>FAR 42.302(a)(70) - Review and approve/disapprove requests for waivers from cost accounting standards</b>	<b>PCO</b>
<b>DFARS 242.302(a)(S-72) - Review and evaluate EVMS plans and reports</b>	<b>PCO/COR</b>

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

Additional Functions	Retained for Performance By:
<b>FAR 42.302(b)(2) - Establish final indirect cost rates and billing rates</b>	<b>See the ADMINISTERED BY Block on the face page of the contract, modification or order.</b>
<b>FAR 42.302(b)(7) - Issue final decisions on unresolved audit findings</b>	<b>See the ADMINISTERED BY Block on the face page of the contract, modification or order.</b>

(c) Inquiries regarding payment should be referred to: MyInvoice through the Wide Area Workflow eBusiness Suite: <https://wawf.eb.mil/>.

## Section H - Special Contract Requirements

### Additional Regulation or Supplemental Clauses Incorporated by Full Text

#### HTXT.228-9501 LIABILITY INSURANCE (NAVAIR)

(Mar 1999)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$500,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.
- (e) Vessel Liability: Not Applicable

#### HTXT.217-9502 ORDERING - PROVISIONED ITEMS (COST-REIMBURSEMENT) (NAVAIR)

(Nov 1999)

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

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

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

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

- (1) be prepared on Standard Form 30 (Amendment of Solicitation/Modification of Contract);
- (2) be numbered as a modification to this contract in accordance with DFARS 204.7106;
- (3) state that the contract modification is issued in accordance with this clause;
- (4) identify the Item number set forth in Section B of the Schedule under which the supplies or other requirements are being procured (new contract line item number(s) shall not be assigned in any contract modification issued by the ACO.
- (5) set forth in full detail the supplies or other requirements and the quantities being procured (deliverable requirements shall be set forth in a contract exhibit (see paragraph (k) below));
- (6) include as an Exhibit, DD Form 1423, Contract Data Requirements List, using the exhibit identifier designated in Section B for the Item number, whenever data is ordered under any contract line item number which does not refer to a contract exhibit attached to the contract;

- (7) set forth packing and marking requirements for supplies being procured (see FAR 47.305-10 and DFARS 247.305-10);
  - (8) set forth consignment instructions for supplies being procured to the extent they are known at the time the contract modification is issued (see FAR 47.305-10 and DFARS 247.305-10);
  - (9) set forth the negotiated delivery or performance dates (or the Government's desired delivery or performance dates in the case of a unilateral order where the delivery schedule has not been negotiated);
  - (10) identify those items, if any, subject to the "Limitation of Liability - High-Value Items" clause, if included in this contract;
  - (11) obligate funds to cover priced orders issued under paragraph (e) below or unilateral orders issued under paragraph (f) below;
  - (12) set forth the applicable accounting and appropriation data (to be provided to the Cognizant Contracting Officer by the cognizant provisioning or requiring activity (see paragraph (o) below)); and
  - (13) be given the same distribution as this contract, except that distribution of voluminous contract exhibits shall be limited to: (i) the contractor; (ii) the contract administration office; (iii) the cognizant provisioning or requiring activity; (iv) the paying office, and (v) the accounting office.
- (e) Issuance of Supplemental Agreements Covering Priced Orders. Except as otherwise provided in paragraph (f) below, the Cognizant Contracting Officer will issue a supplemental agreement to this contract in the form of a priced order when supplies or other requirements are to be furnished by the contractor. Such supplemental agreement shall set forth the estimated cost and fee for the supplies or other requirements being procured and be otherwise definitive at the time of issuance and shall be signed by the contractor and the Cognizant Contracting Officer.
- (f) Issuance of Contract Modifications Covering Unilateral Orders. In those cases where it is not possible to establish the estimated cost and fee for the supplies or other requirements to be furnished by the contractor, the Cognizant Contracting Officer will issue a modification to this contract in the form of a unilateral order. Each unilateral order shall set forth the limitation of Government liability for the supplies or other requirements being procured and shall be signed by the Cognizant Contracting Officer. Provisioned Items Orders shall comply with the applicable requirements set forth in DFARS 217.7602-2.
- (g) Limitation of Government Liability and Contractor Obligations Under Unilateral Orders. The limitation of Government liability specified in each unilateral order shall be the limitation on the Government's obligation to pay for the supplies or other requirements being ordered until the estimated cost and fee are established in accordance with paragraph (h) unless such limitation has been increased in writing by the Cognizant Contracting Officer. The contractor shall not be obligated to proceed with performance under any unilateral order if the contractor has reason to believe that the supplies or other requirements called for will exceed the limitation of Government liability specified therein but shall promptly notify the Cognizant Contracting Officer, in writing, with a copy to the cognizant provisioning or requiring activity and propose an increase in the limitation of Government liability. Within 30 days after receipt of such notification, the Cognizant Contracting Officer will either increase the limitation of Government liability of the unilateral order concerned or notify the contractor in writing how and to what extent the work is to be continued. If the contractor has reason to believe that the total cost to the Government for the supplies or other requirements called for in any unilateral order will be substantially less than the limitation of Government liability specified therein, the contractor shall promptly notify the Cognizant Contracting Officer, in writing, with a copy to the cognizant provisioning or requiring activity. The Cognizant Contracting Officer may, based upon such notification, decrease the limitation of Government liability of the unilateral order concerned. A decrease in the limitation of Government liability shall be set forth in a modification to the unilateral order concerned.
- (h) Establishment of Estimated Costs and Fee Under Unilateral Orders. The contractor shall submit to the Cognizant Contracting Officer not later than 30 days after the issuance of each unilateral order a cost and fee proposal for the supplies or other requirements ordered by the Government that shall include:
- (1) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the unilateral order together with sufficient data to support the accuracy and reliability of such estimate and
  - (2) supporting cost or pricing data (see paragraph (m) below), except that if a cost and fee proposal including supporting cost or pricing data was submitted to the Cognizant Contracting Officer before the issuance of the unilateral order concerned, only revisions to such cost and fee proposal and the supporting cost or pricing data are required to be submitted to the Cognizant Contracting Officer.
- Upon submission of the contractor's cost and fee proposal, or revisions thereto, the contractor and the Cognizant Contracting Officer shall promptly negotiate and establish the estimated cost and fee for the supplies or other requirements called for in the unilateral order concerned. The estimated cost and fee established for the supplies or other requirements, as agreed upon by the contractor and the Cognizant Contracting Officer, shall be set forth in a supplemental agreement to this contract. The item identifications shown in the applicable unilateral order shall be set forth in such supplemental agreement. Multiple unilateral orders or portions of unilateral orders may be incorporated in supplemental agreements, which establish the estimated cost and fee for the supplies or other requirements ordered by the Government. The estimated cost and fee of each unilateral order shall be established at most within one hundred eighty (180) days after the issuance of the unilateral order, or upon completion of forty (40%) percent of the work, whichever occurs earlier.



If agreement on a definitive supplemental agreement to this contract is not reached within the period specified above, the Cognizant Contracting Officer may unilaterally determine a reasonable price for the unilateral order concerned in accordance with FAR 15.8 and Part 31 subject to appeal by the contractor as provided in the "Disputes" clause of this contract.

(i) Identification of Costs of Unilateral Orders. The contractor shall identify by order all costs incurred under each unilateral order from the costs of all other work currently being performed and from all orders that are subsequently received. This requirement for the segregation of costs shall continue until the estimated cost and fee for the unilateral order concerned are established by a supplemental agreement to this contract.

(j) Cost and Fee Proposals for Priced Orders and Unilateral Orders. The term "cost and fee proposal", as used herein, means at a minimum, a proposal which contains sufficient information to enable the Government to conduct complete and meaningful audits of the information which the Government is entitled to review in connection with any priced order issued under paragraph (e) above, or any unilateral order issued under paragraph (f) above, as determined by the Cognizant Contracting Officer.

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

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

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

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

<u>Item</u>	<u>Provisioning Document, Specification or Description of Work</u>
<b>0006-0010</b>	<b><i>The specific requirements for these items will be determined as needs arise during the performance of the work described in the Statement of Work (SOW), Section 3.2.</i></b>
<p>(o) Provisioning or Requiring Activity. The cognizant provisioning or requiring activity designated below will determine appropriate requirements (see paragraph (d) above) to be set forth in priced orders issued under paragraph (e) above or in unilateral orders issued pursuant to paragraph (f) above. If the cognizant provisioning or requiring activity is a U.S. Navy activity, a signed Certification of Urgency shall be provided to the Cognizant Contracting Officer before the issuance of any unilateral order for requirements specified by such activity.</p>	
<u>Item</u>	<u>Requiring Activity</u>
<b>0006-0010</b>	<b><i>Naval Air Warfare Center Aircraft Division (NAWCAD), Patuxent River, MD</i></b>

(a) Purpose. This requirement seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this requirement.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in **Attachment 04** will specify to which suppliers and/or equipment subparagraph (e) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an organizational conflict of interest. Any subcontractor that performs any work relative to this contract shall be subject to this requirement. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this requirement.

(3) In performance of this contract, the contractor shall also comply with the mitigation plan provided as **Attachment TBD To be incorporated at award** to this contract.

(c) Waiver. Any request for waiver pursuant to FAR 9.503 shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an organizational conflict of interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this requirement only, the following definitions are applicable:

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
- (6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this requirement, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[ X ] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of **3 years** after the date of completion of the contract. (FAR 9.505-1(a))

[ X ] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to

prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems or their subsystems extends for a period of 3 years after the terms of this contract. (FAR 9.505-2(a)(1))

[ X ] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 3 years after the terms of this contract. (FAR 9.505-2(b)(1))

[ X ] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the statement of work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[ X ] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

[ X ] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 3 years after completion of work under this contract. The provisions of this requirement shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[ X ] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this requirement, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this requirement, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

**HTXT.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (Feb 2009)**  
(NAVAIR)

- (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.
- (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
- (c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.
- (d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.
- (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

**HTXT.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (Jul 1985)**  
(NAVAIR)

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

- (a) the amount available for payment and allotted to this incrementally funded contract is to be determined at task order level;
- (b) the items covered by such amount are Item(s) [insert CLINs]; and
- (c) the period of performance for which it is estimated the allotted amount will cover is [insert the period of performance (calendar date)].

**HTXT.232-9524 ALLOTMENT OF FUNDS (NAVAIR) (Oct 2005)**

- (a) This contract is incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

ITEM(S)	ALLOTED TO FIXED FEE
TBD at task order level	TBD at task order level

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

ITEM(S)	ALLOTED TO COST	PERIOD OF PERFORMANCE
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TBD at task order level

TBD at task order level

TBD at task order level

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

## Section I - Contract Clauses

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-13	System for Award Management-Maintenance. (Deviation)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	Feb 2026		
52.216-8	Fixed Fee.	Jun 2011		
52.219-6	Notice of Total Small Business Set-Aside. (Deviation)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation)	Feb 2026		
52.223-10	Waste Reduction Program. (DEVIATION 2025-O0004)	Mar 2025	Deviation 2025-O0004	Mar 2025
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.228-7	Insurance-Liability to Third Persons.	Mar 1996		
52.232-25	Prompt Payment.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes. (Deviation)	Feb 2026		
52.233-3	Protest after Award. (Deviation)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation)	Feb 2026		
52.242-1	Notice of Intent to Disallow Costs.	Apr 1984		
52.243-2	Changes-Cost-Reimbursement. (Deviation)	Feb 2026		
52.243-2	Changes-Cost-Reimbursement. (Deviation) (Alternate V)	Feb 2026	Alternate V	Feb 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation)	Feb 2026		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.249-6	Termination (Cost-Reimbursement).	May 2004		
52.249-14	Excusable Delays.	Apr 1984		
52.253-1	Computer Generated Forms. (Deviation)	Feb 2026		

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.232-7011	Payments in Support of Emergencies and Contingency Operations.	May 2013		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.235-7011	Final Scientific or Technical Report.	Dec 2019		
252.239-7010	Cloud Computing Services.	Jan 2023		
252.242-7006	Accounting System Administration.	Jan 2025		
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

### FAR Clauses Incorporated by Full Text

**52.216-7 Allowable Cost and Payment. (Deviation) (Feb 2026)**

ALLOWABLE COST AND PAYMENT (FEB 2026) (DEVIATION)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may

be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information*. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.



(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

**52.216-18 Ordering.**

**(Aug 2020)**

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 January 2027 through 31 December 2032.

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

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

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

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

(3) If sent electronically, the Government either-

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

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

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

(End of clause)

**52.216-19 Order Limitations.**

**(Oct 1995)**

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the maximum contract ceiling value;

(2) Any order for a combination of items in excess of the maximum contract ceiling value; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of clause)

**52.216-21 Requirements. (Deviation 2026-O0038)**

**(Feb 2026)**

Requirements (Feb 2026) (Deviation 2026-O0038)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's ordering period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 31 December 2032.

**52.216-22 Indefinite Quantity. (Deviation)**

**(Feb 2026)**

Indefinite Quantity (Feb 2026) (Deviation)

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 365 days after the end of the ordering period.

(End of clause)

**52.217-8 Option to Extend Services.**

**(Nov 1999)**

**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[insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

**52.217-9 Option to Extend the Term of the Contract.**

**(Mar 2000)**

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months (five years, six months) (months) (years).

(End of clause)

**52.219-14 Limitations on Subcontracting (DEVIATION 2021-O0008)**

**(Feb 2026) Deviation 2021-O0008 (Feb 2023)**

**LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-O0008)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

*[Contracting Officer check as appropriate.]*

☐ By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

## 52.244-2 Subcontracts.

(Jun 2020)

Subcontracts (Jun 2020)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

*Subcontract* means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Subcontracts greater than or equal to \$2M

(e)

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

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

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(End of clause)

Commercial Bill of Lading Notations (Feb 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of the Navy, Naval Air Systems Command (NAVAIR) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of the Navy, Naval Air Systems Command (NAVAIR) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. N00421-26-D-XXXX. This may be confirmed by contacting the Administrative Contracting Officer (ACO) listed in Block 6 of the face page of this contract.

(End of clause)

**52.252-2 Clauses Incorporated by Reference.**

**(Feb 1998)**

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):

www.acquisition.gov ==

(End of clause)

**52.252-4 Alterations in Contract.**

**(Apr 1984)**

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

== == ==

(End of clause)

**52.252-6 Authorized Deviations in Clauses.**

**(Nov 2020)**

Authorized Deviations in Clauses (Nov 2020)

(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.

(End of clause)

**DFARS Clauses Incorporated by Full Text**

**252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements.**

**(Nov 2025)**

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) **Final Level 1 (Self).**

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.



"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework.* The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication.* The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements.* The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: CMMC Level 1 (Self) *Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)* for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting.* The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts.* The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Naval Air Systems Command (NAVAIR) under Contract No. N00421-26-D-XXXX.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Naval Air Systems Command (NAVAIR)

(End of clause)

## Section J - List of Attachments

Attachments and Exhibit

### Exhibits:

<b>Id</b>	<b>Exhibit Name</b>	<b>Exhibit Description</b>	<b>Reference Identifier</b>	<b>Date</b>	<b>Line Item</b>
A	Exhibit A CDRLs	Contract Data Requirements List (CDRL)		03 Jun 2026	

### Attachments:

<b>Number</b>	<b>Attachment Name</b>	<b>Attachment Description</b>	<b>Reference Identifier</b>	<b>Date</b>
01	Attachment 1_DD254	Contract Security Classification Specification (DD 254)		03 Jun 2026
02	Attachment 2_Contractor Surveillance Plan (CSP)			03 Jun 2026
03	Attachment 3_Data Item Transmittal_Acceptance_Rejection Form			03 Jun 2026
04	Attachment 4_OCI List			03 Jun 2026
05	Attachment 5_Sections L&M	Specification		04 Jun 2026
06	Attachment 6_SOW	Statement of Work		04 Jun 2026
07	Attachment P1_Cost Summary_spreadsheet			03 Jun 2026
08	Attachment P2-Fully_Burdened_Labor_Rates			03 Jun 2026
09	Attachment P3-Past Performance Information Form			04 Jun 2026
10	Attachment P4-Contractor Performance Assessment Questionnaire.msg			04 Jun 2026
11	Attachment P5 - Direct Labor Rate Ranges			04 Jun 2026

## Section K - Representations, Certification, & Other Statements

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	Feb 2026		

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		

### DFARS Clauses Incorporated by Full Text

#### **252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)**

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

**252.239-7009 Representation of Use of Cloud Computing.**

**(Sep 2015)**

**REPRESENTATION OF USE OF CLOUD COMPUTING (SEP 2015)**

(a) *Definition.* "Cloud computing," as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation.* The Offeror represents that it-

☐ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

## Section L - Instructions, Conditions, & Notices to Offerors or Quoters

*For full Instructions, Conditions, and Notices to Offerors, please see Section J, Attachment 05*

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation)	Feb 2026		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	Feb 2026		

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		

### FAR Clauses Incorporated by Full Text

**52.216-1      Type of Contract. (Deviation)      (Feb 2026)**

TYPE OF CONTRACT (FEB 2026) (DEVIATION)

The Government contemplates award of a Cost Plus Fixed-Fee[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

**52.219-4      Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation)      (Feb 2026)**

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026) (DEVIATION)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) *Waiver of evaluation preference.* A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

☐ Offeror chooses to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

**52.252-1      Solicitation Provisions Incorporated by Reference.      (Feb 1998)**

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):

\_\_\_\_\_ [Insert one or more Internet addresses]

(End of provision)

**52.252-3 Alterations in Solicitation.**

**(Apr 1984)**

**ALTERATIONS IN SOLICITATION (APR 1984)**

Portions of this solicitation are altered as follows:

=====

(End of clause)

**52.252-5 Authorized Deviations in Provisions.**

**(Nov 2020)**

**AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)**

(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 \_\_\_\_\_ [insert regulation name] (48 CFR Chapter \_\_\_\_\_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

**DFARS Clauses Incorporated by Full Text**

**252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements.**

**(Nov 2025)**

**NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)**

(a) *Definitions.* As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)," and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level.* The CMMC level required by this solicitation is: CMMC Level 1 (Self) [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones.* If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers.* The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

**Additional Regulation or Supplemental Clauses Incorporated by Full Text**

**LTXT.233-9500 AUTHORIZED PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR) (Feb 2025)**

(a) Authorized agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. Authorized protests 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) In accordance with FAR 16.505(a)(10)(i)-(ii), agency protests/appeals of task/delivery orders under multiple award contracts are only authorized on the grounds that the task/delivery order increases the scope, period, or maximum value of the contract and the order is not in excess of the threshold set forth at FAR 16.505(a)(10)(i)(B)(2).

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

Dawn Adamo

Chief of the Contracting Office  
NAWCAD Contracts Department, Code A2  
21983 Bundy Road, Building 441  
Patuxent River, MD 20670

(d) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the issuance of the Contracting Officer's protest decision. (In the computation of the 10 calendar day period, the day the Contracting Officer's protest decision is issued is not included.)

The appeal shall include the following content:

- (1) the name, mailing address, telephone numbers and email address 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.

Appeals that do not address each of the seven (7) content elements will be denied as facially deficient in complying with minimum content requirements.

(e) Protestors requesting an independent review of the Contracting Officer's protest decision shall notify the Contracting Officer in writing that an appeal has been filed with the Chief of the Contracting Office within one day of submitting the appeal.

**LTXT.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS (NAVAIR) (Feb 2025)**

(a) In accordance with FAR 9.507-1, in the Contracting Officer's judgment, there is potential for an organization conflict of interest to arise during execution of the work scope under this solicitation for the successful Offeror and/or any subcontractors, partners or affiliates: (1) who because of activities or relationships may be unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work might otherwise be impaired, or (3) who will gain an unfair competitive advantage in regards to **aeromechanics and systems engineering support for the F/A-18, EA-18G, F-35 Joint Strike Fighter, Next Generation Air Dominance program, F-5, T-45, T-6, V-22, H-1, CH-53, HH-65, H-60, C-2, E-2, P-8, C-130, MQ-4, MQ-25 and MUX programs**

(b) This solicitation therefore contains specific terms in Section H entitled, "NAVAIR HTXT.209-9510 Organizational Conflicts of Interest," which will appear in the awarded contract. The Contracting Officer has indicated the nature of the potential conflict that may arise during contract execution by checking the applicable block/s under subparagraph (e) of NAVAIR HTXT.209.9510.



(c) The Offeror's proposal shall include a plan to implement and comply with the requirements of NAVAIR HTXT.209-9510. The plan shall recommend additional means, if any, over and above the restriction set forth in the checked block/s of subparagraph (e) of NAVAIR HTXT209.9510 to further neutralize, mitigate, or avoid the identified potential conflict of interest. There is no page limitation on the conflict of interest plan submission.

(d) If the Contracting Officer determines the Offeror will have a conflict of interest during contract execution and determines it cannot be neutralized, mitigated, or avoided during contract execution, then the Offeror may be deemed ineligible for award. If the mitigation plan is deemed acceptable by the Contracting Officer, it will be incorporated into the contract awarded pursuant to this solicitation.

(e) The Offeror's plan may be submitted at any time prior to the due date for receipt of proposals and, if not provided in advance, shall be submitted no later than the due date for receipt of proposals.

## Section M - Evaluation Factors for Award

*For full Evaluation Factors for Award, please see Section J, Attachment 05*

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation)	Feb 2026		