

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9		PAGE OF PAGES 1 131			
2. CONTRACT NO.		3. SOLICITATION NO. N6660423R0285		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVAL UNDERSEA WARFARE CENTER JEFFREY CHAMPLIN, CODE 0224 CONTRACTS DEPARTMENT 1176 HOWELL STREET, BLDG. 1258 NEWPORT RI 02841-1708 TEL: (401) 832-4010 FAX:				CODE N66604		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>NOT AUTH. SEE SECTION L</u> until <u> </u> local time <u> </u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME JEFFREY J CHAMPLIN		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (401)-832-4010		C. E-MAIL ADDRESS jeffrey.j.champlin.civ@us.navy.mil					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u> </u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

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

Section A - Solicitation/Contract Form

GENERAL INFORMATION

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Section B - Supplies or Services and Prices

CLIN CEILING AMOUNTS

The ceiling amount for each CLIN in Section B will be populated in accordance with the below amounts at award.

CLIN	Type	Description	Amount (USD)
0001	FFP	Post Award Conference	\$2,500
0002	CPFF	Supplies	\$110,668,500
0003	FFP	Supplies	\$27,052,300
0004	CPFF	Services (Completion)	\$56,563,900
0005	CPFF	Services (LOE) [119,137 hours (est.)]	\$19,674,400
0006	FFP	Services (FFP)	\$14,755,800
0007	FFP	Data Rights - TDP	\$12,296,500
0008	Cost Reimbursement	Other Direct Costs (ODCs)	\$4,918,600
0009	FFP	Data - Exhibit A – CDRLs	*NSP
TOTAL			\$245,932,500

*NSP – Not Separately Priced

NOTE 1: MULTIPLE-AWARD CONTRACT (MAC) TOTAL CEILING IS \$245,932,500. GOVERNMENT RESERVES THE RIGHT TO SHIFT CEILING DURING MAC ORDERING PERIOD, SO DOLLAR VALUES PER CLIN MAY VARY FROM THE ABOVE.

NOTE 2: OFFERORS ARE NOT REQUIRED TO COMPLETE SECTION B CLIN PRICING BELOW, THE VALUES IN CHART ABOVE WILL BE UTILIZED.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	POST AWARD CONFERENCE FFP Post Award Conference (PAC) Kickoff Meeting in accordance with Clause C-242-H002. FOB: Destination PSC CD: 1045	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>SUPPLIES</p> <p>CPFF</p> <p>UNDERSEA WEAPONS/UNDERSEA DEFENSIVE (UW/UD) FAMILY OF SYSTEMS (FOS) CPFF supplies in accordance with the Statement of Work in Section C herein, as specified by issuance of individual delivery and task orders, with an ordering period from date of contract award through sixty (60) months after date of award.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination</p> <p>PSC CD: 1045</p>	1	Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>SUPPLIES</p> <p>FFP</p> <p>UNDERSEA WEAPONS/UNDERSEA DEFENSIVE (UW/UD) FAMILY OF SYSTEMS (FOS) FFP supplies in accordance with the Statement of Work in Section C herein, as specified by issuance of individual delivery and task orders, with an ordering period from date of contract award through sixty (60) months after date of award.</p> <p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.</p> <p>FOB: Destination</p> <p>PSC CD: 1045</p>	1	Lot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SERVICES (Completion) CPFF UNDERSEA WEAPONS/UNDERSEA DEFENSIVE (UW/UD) FAMILY OF SYSTEMS (FOS) CPFF services in accordance with the Statement of Work in Section C herein, as specified by issuance of individual delivery and task orders, with an ordering period from date of contract award through sixty (60) months after date of award. FOB: Destination PSC CD: AC13	1	Job		
ESTIMATED COST FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SERVICES (LOE) CPFF UNDERSEA WEAPONS/UNDERSEA DEFENSIVE (UW/UD) FAMILY OF SYSTEMS (FOS) CPFF services in accordance with the Statement of Work in Section C herein, as specified by issuance of individual delivery and task orders, with an ordering period from date of contract award through sixty (60) months after date of award. FOB: Destination PSC CD: AC13	119,137	Hours		
ESTIMATED COST FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	SERVICES (FFP) FFP UNDERSEA WEAPONS/UNDERSEA DEFENSIVE (UW/UD) FAMILY OF SYSTEMS (FOS) FFP services in accordance with the Statement of Work in Section C herein, as specified by issuance of individual delivery and task orders, with an ordering period from date of contract award through sixty (60) months after date of award. Other Direct Costs (ODCs) associated with this CLIN shall be included in the total FFP amount. No profit shall be applied to ODCs. FOB: Destination PSC CD: AC13	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	DATA RIGHTS FFP UNDERSEA WEAPONS/UNDERSEA DEFENSIVE (UW/UD) FAMILY OF SYSTEMS (FOS) Data Rights. All details shall be provided at the delivery/task order level. FOB: Destination PSC CD: 1045	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lot		

OTHER DIRECT COSTS
COST

UNDERSEA WEAPONS/UNDERSEA DEFENSIVE (UW/UD) FAMILY OF
SYSTEMS (FOS) Other Direct Costs (ODCs) in support of CPFF Services CLIN
0004 with an ordering period from date of contract award through sixty (60)
months after date of award.

Note:

(1) This CLIN is NON-FEE BEARING.

FOB: Destination

PSC CD: 1045

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lot		

DATA
FFP

Data in accordance with Contract Data Requirements List (CDRLs), DD Form
1423, Exhibit A, as specified by issuance of individual delivery and task orders,
with an ordering period from date of contract award through sixty (60) months
after date of award.

Not Separately Priced

FOB: Destination

PSC CD: 1045

NET AMT

MARK FOR INFORMATION

The Contractor shall include the following "Mark For" information clearly marked on all packages (or items themselves if they are not packaged) delivered under this contract:

Mark For Information for NUWCDIVNPT:

Receiving Officer, Naval Station Newport

47 Chandler Street
Newport, RI 02841-1716
NUWC Division, Newport, Code: **TBD at delivery/task order level**
Contract/Order #: **TBD at delivery/task order level**

Mark For Information for NUWCDIVKPT:
TBD at delivery/task order level

CLAUSES INCORPORATED BY FULL TEXT

B-215-H001 MAXIMUM RATES (NAVSEA) (OCT 2018)

(a) Maximum Pass Through Rates – Applicable to all Task Orders Types. The pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor:

(1) any and all prime contractor indirect costs including, but not limited to: overhead, material handling charges, G&A, burdens and mark-ups; and

(2) any and all prime contractor profit or fee*

*For purposes of this contract, “fee” means “target fee” in cost-plus-incentive-fee type contracts, “base fee” in cost-plus-award-fee type contracts, or “fixed fee” in cost-plus-fixed-fee type contracts.

(b) The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where labor is proposed under this contract shall not exceed **OFFEROR TO FILL-IN (%) ****. For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this contract.

(c) Maximum Fee Rate – Applicable to Cost Plus Fixed Fee CLINs Only. Contractor compliance with the maximum fee rate on CPFF CLINs is applicable at the time of task order award and is based on the ratio of fixed fee to the estimated cost. A proposed fee at the task order level that is higher than the maximum fee rate stated in the offeror’s base contract shall render the contractor’s proposal unacceptable. The Contractor agrees that the maximum fixed fee rate shall not exceed **OFFEROR TO FILL-IN (%) ****. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the task order. The maximum fee rate being proposed at the task order level by the prime contractor shall flow down to all subcontractors/consultants included as part of your (the Prime) proposal.

(d) Other Direct Costs and Travel. No fee is allowed on Other Direct Costs or Travel. Indirect cost elements such as G&A and material handling may be applied to ODCs but may not include fee.

(End of text)

**** NOTE: MAXIMUM FIXED FEE RATE AND MAXIMUM PASS-THROUGH RATE IS 10%.
OFFEROR MAY PROPOSE 10% OR A LOWER PERCENTAGE**

B-216-H006 FEE TABLE (NAVSEA) (MAR 2019)

Labor CLIN	Labor Hours	Cost Per Hour*	Fee Rate Per Hour*	Loaded Hourly Rate
*SEE NOTE BELOW				

*The offeror shall divide the proposed fee for each CLIN by the quantity of labor hours indicated to complete the table. Fee is calculated based on cost less FCCOM; if FCCOM is proposed, necessary columns may be added.

In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

NOTE: FEE TABLE TO BE INCLUDED IN CPFF LOE ORDERS

(End of text)

Applicable CLINs: 0005

B-231-H001 TRAVEL COSTS (NAVSEA) (OCT 2018)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The travel costs to be reimbursed shall be those costs for which the Contractor has maintained appropriate documentation and which have been determined to be allowable, allocable, and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer, or their duly authorized representative.

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

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Procuring Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of text)

B-232-H003 PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (OCT 2018)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in

cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts.

(b) The Government shall make payments to the Contractor, subject to and per the clause in this contract entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee", (FAR 52.216-10), as applicable. Such payments shall be equal to **WILL BE FILLED IN AT AWARD** percent of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "Allowable Cost And Payment" (FAR 52.216-7), subject to the withholding terms and conditions of the "Fixed Fee" or "Incentive Fee" clause, as applicable (percentage of fee payable is based on fee dollars divided by estimated cost dollars including facilities capital cost of money). Fee shall not be applied on Facilities Capital Cost of Money per FAR 15.404-4(c)(3) and DFARS 215-404-71-4. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, per the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22) or "Limitation of Cost" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) per paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

Applicable CLINs: 0002, 0004

B-232-H005 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)--ALTERNATE I (NAVSEA) (OCT 2018)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts.

(b) The Government shall make payments to the Contractor, subject to and per the clause in this contract entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7), subject to the withholding terms and conditions of the "Fixed Fee" or "Incentive Fee" clause, as applicable. Fee paid per hour shall be based on total fee dollars divided by total hours to be provided. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

(End of text)

Applicable CLINs: 0005

CLAUSES INCORPORATED BY FULL TEXT

B-232-H006 LIMITATION OF COST OR LIMITATION OF FUNDS CLARIFICATION (NAVSEA) (OCT 2018)

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

(End of text)

Section C - Descriptions and Specifications

STATEMENT OF WORK

1.0 Background

Undersea Weapons encompass systems that deliver ordnance to a designated target and can operate independently from or in concert with submarines and other undersea weapons. Undersea Defensive Systems encompass systems that obfuscate and destroy threats to friendly undersea and surface assets. Mission roles for Undersea Weapons and Undersea Defensive (UW/UD) Family of Systems (FoS) include: search, detection, classification, location, tracking, weapon targeting and placement, countermeasures, and communications.

The Undersea Warfare (USW) Weapons, Vehicles, and Defensive Systems Department (Code 85) of the Naval Undersea Warfare Center, Division Newport (NUWC DIVNPT) is responsible for all aspects of the development of Navy UW/UD systems, including torpedoes and defensive systems, associated test equipment, laboratory and test facilities, Modeling and Simulation (M&S), Test and Evaluation (T&E), and transition of new technologies from Science and Technology (S&T) and other research efforts. Code 85 performs system engineering and system integration tasking for all life cycle phases of UW/UD FoS. This includes requirements definition, design, development, integration, and test of product upgrades and ancillary test equipment; software development; prototype hardware procurement and production support activities; system performance analysis, operational readiness support, system integration, and systems engineering; and technical support for Foreign Military Sales (FMS).

1.1 Places of Performance

The primary places of performance are the contractor's facility, NUWC DIVNPT, and Naval Undersea Warfare Center Division, Keyport (NUWC DIVKPT).

Travel locations will be identified in each individual delivery and task order. Travel locations may include, but are not limited to:

- Atlantic Undersea Test & Evaluation Center (AUTEC) (West Palm Beach, FL and Andros Island, Bahamas)
- Dodge Pond Acoustic Measurement Facility (Niantic, CT)
- Seneca Lake Acoustic Test Facility (Dresden, NY)
- Shipboard Electronics Systems Evaluation Facility (SESEF) (Mayport, FL, Norfolk, VA, and Rota, Spain)

1.2 Authorized Users

NUWC DIVNPT Code 85 and NUWC DIVKPT.

1.3 Sponsors

- OPNAV Expeditionary Warfare Division (N95)
- OPNAV Surface Warfare Division (N96)
- OPNAV Undersea Warfare Division (N97)
- OPNAV Air Warfare Systems (N98)
- The Columbia Class Program Office (PMS397)
- The Submarine Acoustic Systems Program Office (PMS401)
- The Undersea Weapons Program Office (PMS404)
- Unmanned Maritime Systems (UMS) Program Office (PMS406)
- The Undersea Defensive Warfare Systems Program Office (PMS415)
- Littoral Combat Systems (LCS) Mission Modules (PMS420)
- The Virginia Class Program Office (PMS 450)

- Office of Naval Research (ONR)
- Office of Naval Intelligence (ONI)
- Royal Australian Navy (RAN) under an Armaments Cooperative Agreement
- Defense Advanced Research Projects Agency (DARPA)
- The Strategic Capabilities Office (SCO)

Specific sponsors will be identified in each individual delivery and task order.

1.4 Types of Funding

The following appropriations will be used to fund this requirement:

- Research, Development, Test & Evaluation, Navy (RDT&EN)
- Operation and Maintenance, Navy (O&MN)
- Other Procurement, Navy (OPN)
- Weapons Procurement, Navy (WPN)
- Foreign Military Sales (FMS)
- Special Deposit (SPDP)
- Research, Development, Test & Evaluation, Defense Agencies (RDDA)
- Research, Development, Test & Evaluation, Air Force (RDAF)
- Shipbuilding and Conversion, Navy (SCN)

2.0 Scope

The scope of this contract covers systems and subsystems required to support the advancement of the Undersea Weapons and Undersea Defensive Family of Systems (UW/UD FOS), including current UW/UD systems and subsystems as well as any future UW/UD systems and subsystems. The scope of this contract also covers support for UW/UD prototypes not specifically developed under this contract vehicle, as well as on-going maintenance and support for current and future UW/UD systems and subsystems. The scope of this contract includes support for Numerical Indicator Experimental (NIXIE), an anti-torpedo countermeasure.

The current UW/UD systems include:

- Surface ship, submarine, and air launched torpedoes
- Surface ship and submarine expendable countermeasures
- Surface ship and submarine towed persistent countermeasures
- Torpedo Detection, Classification, and Localization (TDCL) systems
- Unmanned Undersea Vehicle Detection, Classification, and Localization (UUV-DCL) systems
- Unmanned Undersea Vehicle undersea defensive system countermeasure sensor and payload systems
- Anti-Torpedo Torpedoes (ATT)

The contractor shall design, develop, fabricate, test, install, document and deliver rapid prototype material solutions associated with the development of Navy torpedoes and the UW/UD products, systems, subsystems, and ancillary support equipment. These material solutions are intended to allow the Government to develop a sufficient understanding of alternative solution sets that are deemed critical in providing accelerated operational capability or in response to identified emergent threats. Material solutions will be employed in performance demonstrations to assess their operational utility, explore Anti-Submarine Warfare (ASW) and Anti-Surface Warfare (ASuW) development capabilities, mature technology, refine requirements and otherwise reduce the risk of current or anticipated capability gaps.

2.1 Programs or Systems Supported

- MK 48 Heavyweight Torpedo
- MK 54 Lightweight Torpedo
- NIXIE Anti-torpedo Countermeasure
- Development of new prototype systems

2.2 Functional Areas

Supplies and services under this contract are for research, development, prototyping, production, operations, maintenance, upgrades and all life cycle phases for the UW/UD FoS and include the following Functional Areas:

1. **Payloads:** Payloads complete a weapon or defensive system's tasked mission. Payloads may include a warhead section, a fleet exercise section, towed cables and systems, sensors or other modular payload systems. Sensors may be used to actively transmit or receive energy or to measure environmental conditions.
2. **Hull and Structure:** Hulls are the main body of weapon or defensive systems and may be made of a variety of materials such as aluminum or composite materials. Hulls may be free flood, dry or hybrid. Hulls include any pressure vessels. Structures include the ribs, bulkheads, seals, and joint connectors or bands. Also included in hull and structure are the outer coatings such as anodizing, paint, or other coatings.
3. **Propulsion:** The propulsion subsystem converts the energy supplied from the energy subsystem to kinetic energy to provide movement of the weapon or defensive system. Propulsion includes fuel or energy delivery; the motor or engine; gearing or transmission; shaft; propulsor, and control surfaces.
4. **Energy Storage and Conversion:** The energy storage and conversion subsystem may include an energy module; monitoring system; sensor amplification system; emergency energy supply; energy conversion; and charging. Energy modules may include primary or secondary batteries, fuel cells, aluminum combustion, stored chemical energy, or other novel form of energy storage.
5. **Electrical Power:** The electrical power subsystem supplies and transfers data and power throughout the weapon or defensive system. Electrical power may include power supplies, amplifiers, energy storage, wiring, cabling, buses, connectors, power conditioning, and networking subsystems.
6. **Software:** Software includes the algorithms, programs, programming language and data used to direct the operation of a computer system, as well as documentation giving instructions on how to use them. Software also includes firmware. Software may be used in the weapon or defensive system; or as part of a system that supports or interfaces with the weapon or defensive system; or as part of the system that is used in ancillary equipment.
7. **Non-Payload Sensors:** Non-payload sensors are sensors that are organic to the weapon or defensive system and are required for the operation of the weapon or defensive system. Non-payload sensors may be installed on surface ships or submarines and integrated with the weapon or defensive system. Non-payload sensors may include sonar systems, transducers, temperature, pressure and conductivity sensors, Doppler velocity log, Global Positioning System (GPS), inertial measurement systems, accelerometers, and other non-acoustic sensor systems.
8. **Guidance and Control System:** The guidance and control system enables the weapon or defensive system to conduct its missions. The guidance and control system may include navigation, control surfaces and actuators, vehicle control, data recorder and storage, and communications. Navigation may include inertial navigation, nontraditional navigation, and other systems that provide improved navigation awareness. Communication may include physically tethered systems such as copper wires or fiber optics, over-the-air/radio frequency (RF) systems, and acoustic communications systems.
9. **Launch Platform Interface and Shipboard Systems:** Launch Platform Elements are the systems and subsystems that enable a weapon or defensive system to be integrated, controlled, deployed, launched, operated, and recorded from a launch platform. These systems and subsystems may

include computers and associated electronics; hardware, software, data, electrical, and electrical interface systems; payload control systems; and towed system handling equipment. Air, rocket, or other non-traditional launch systems or platforms are included in this functional area.

10. **Ancillary Equipment:** Ancillary Equipment includes the systems and subsystems that support the maintainability and operation of the weapon or defensive system. These include, but are not limited to, depot factory test equipment, In-Service Support Equipment, logistics equipment, maintenance equipment, system surveillance equipment, stimulation equipment, and test vehicles.
11. **Modeling and Simulation:** This functional area consists of the application of a standardized, rigorous, structured methodology to create and validate a physical, mathematical, or otherwise logical representation of a system, entity, phenomenon, or process that is associated with the weapon's or defensive system's capabilities. This functional area involves the use of models, including emulators, prototypes, simulators, and stimulators, either statically or over time, to develop data as a basis for making technical, strategic, or tactical decisions, and verifying and validating system requirements. This also includes the application of parallel processing and computing techniques to speed the execution rate of simulations.
12. **Data Analytics:** This functional area consists of software data analysis and display tools to provide insights into large volumes of structured system performance data. This includes descriptive analytics tools that identify trends, patterns, and cause-and-effect relationships in historic data sets, predictive analytics tools that identify patterns that indicate future situations and behaviors, and prescriptive analytics tools that suggest actions to best take advantage of predicted scenarios. Data display tools include tools and interfaces that support the organization, structure, and presentation of data in ways that support learning and data-backed conclusions.

Important Note: Attachment #3, Functional Area vs. Requirements Matrix, maps each requirement in Section 4.0 of the SOW, Technical Requirements, to each Functional Area.

3.0 Applicable Documents

The contractor shall perform the tasking required in Section 4.0 in accordance with (IAW) the below Applicable Documents (ADs) and any other program documents specified within individual delivery and task orders.

Index	Applicable Document Name	Revision	Applicable SOW Tasks
3.1	ANSI/ISO/ASQ 9001, Quality Management Systems	2015	4.0.1.2
3.2	MIL-STD-31000B, Department of Defense Standard Practice, Technical Data Packages	Revision B (31 October 2018)	4.0.1.3
3.3	MIL-STD-46855A, Human Engineering Requirements for Military Systems, Equipment, and Facilities	Revision A (24 May 2011)	4.2.1.4
3.4	Naval Systems Engineering Technical Review (SETR) Handbook	Version 1	4.0.1.1
3.5	NAVSEA 05H Technical Review Manual (TRM)	Version 2.0 (18 Dec 2009)	4.0.1.1
3.6	NAVSEA Instruction 5000.8 Naval SYSCOM Risk Management Policy	21 July 2008	4.0.1.1
3.7	OPNAVINST S5513.5C – Undersea Warfare Program Security Classification Guides (SCGs) SCG ID: 139.2, MK 48 ADCAP (MODS 5 and beyond), MK 50, AND MK 54 Torpedoes, as clarified by PMS404/0643 Memo “MK 54 Classification Guidance Clarification”	20 May 2020	All
3.8	DoD Program Manager's Guidebook for Integrating the	27 September 2015	All

	Cybersecurity Risk Management Framework (RMF) into the System Acquisition Lifecycle (Version 1.0)		
3.9	DoD Cybersecurity Test and Evaluation Guidebook (Version 2.0)	10 February 2020	4.3
3.10	DoDI 8500.01 Cybersecurity	14 March 2014	All
3.11	DoDI 8510.01 Risk Management Framework (RMF) for DoD Information Technology (IT) (https://www.esd.whs.mil/portals/54/documents/dd/issuances/do-di/850001_2014.pdf)	12 March 2014	All
3.12	NIST SP800-30, Guide for Conducting Risk Assessments (http://csrc.nist.gov/publications/PubsSPs.html#800-30)	17 September 2012	4.0.1.1
3.13	NAVSEA 9400.2-M, NAVSEA PIT-Control System Cybersecurity Implementation Manual, (NAVSEA Manual, Ser 05H/096, dtd 06 Oct 2016) (Authorization document: NAVSEA Instruction, Ser 00/365, dtd 20 Sep 2016,	Version 5 October 2016	All
3.14	DoD Supply Chain Risk Management (SCRM) Key Practices and Implementation Guide	25 February 2010	All
3.15	DoD Security Technical Implementation Guidance (STIGs) (https://public.cyber.mil/stigs/)	N/A	All
3.16	DoD Security Requirements Guides (SRGs) (https://public.cyber.mil/stigs/)	N/A	All
3.17	Manufacturing Readiness Level (MRL) Deskbook 2020	Version 2020	4.0.1.1
3.18	DOD 5000.04-M-1 Contractor Cost Data Reporting Manual	4 November 2011	4.0.1.1
3.19	MIL-HDBK-2155 Failure Reporting, Analysis and Corrective Action Taken	11 December 1995	4.2.3
3.20	MIL-STD-882E System Safety Program Requirements	11 May 2012	All
3.21	MIL-STD-130N Identification Marking of U.S. Military Property	17 December 2007	4.5
3.22	IEEE STD 12207 Systems and Software Engineering - Software Life Cycle Processes	15 November 2017	All
3.23	DoD 8570.01-M Information Assurance Workforce Improvement Program, incorporating change 4	19 December 2005 change 4 (10 Nov. 2015)	All
3.24	DOD 5220.22 National Industrial Security Program Operating Manual, incorporating change 3	18 March 2011 Change 3 (10 Dec. 2021)	All
3.25	ANSI/EIA-649-C National Consensus Standard for Configuration Management	07 February 2019	All
3.26	ANSI/EIA-748-D Alliance Standard Earned Value Management Systems	08 January 2019	4.0.1.1
3.27	SAE ARP 5580 Recommended failure modes and effects analysis (FMEA) practices for non-automobile applications	07 August 2020	4.2.3
3.28	SAE AS5553D Counterfeit Electrical, Electronic, and Electromechanical (EEE) Parts; Avoidance, Detection, Mitigation, and Disposition	14 April 2022	4.2
3.29	SAE AS6462C Fraudulent/Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition Verification Criteria	14 November 2019	4.2
3.30	SAE AS6081 Fraudulent/Counterfeit Electronic Parts: Avoidance, Detection, Mitigation, and Disposition – Distributors	07 November 2012	4.2
3.31	SAE ARP6178 Fraudulent/Counterfeit Electronic Parts; Tool for Risk Assessment of Distributors	19 December 2011	4.2
3.32	SAE AS6174A Counterfeit Materiel; Assuring Acquisition of Authentic and Conforming Materiel	29 July 2014	4.2

3.33	SAE AS6301 Compliance Verification Criterion Standard for SAE AS6081, Fraudulent/Counterfeit Electronic Parts: Avoidance, Detection, Mitigation, & Disposition-Dist	14 January 2014	4.2
3.34	DoD Instruction 5200.48 CONTROLLED UNCLASSIFIED INFORMATION (CUI) (https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/520048p.PDF)	06 March 2020	All
3.35	DoD Instruction 5230.24 Distribution Statements on Technical Documents (https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/523024p.pdf)	10 January, 2023	All
3.36	National Industrial Security Program Operating Manual (NISPOM) codifying 32 CFR Part 117 (https://www.federalregister.gov/documents/2020/12/21/2020-27698/national-industrial-security-program-operating-manual-nispom)	21 December 2020	All
3.37	SECNAV M-5510.36B DEPARTMENT OF THE NAVY INFORMATION SECURITY PROGRAM (https://www.secnav.navy.mil/doni/Directives/05000%20General%20Management%20Security%20and%20Safety%20Services/05-500%20Security%20Services/5510.36B.pdf)	12 July 2019	All
3.38	NUWCDIVNPT Security Manual (https://wiki.navsea.navy.mil/display/NCOW/NUWCDIVNPT+Code+105+Security+Documents+And+Forms)	16 December 2019	All
3.39	National Security Decision Directive NSDD 298 NATIONAL OPERATIONS SECURITY PROGRAM (https://www.iad.gov/ioss/media/pdf/nsdd298.pdf)	28 July 1992	All

4.0 Technical Requirements

The contractor shall perform the tasks in Section 4.0 in accordance with individual delivery and task orders (DOs/TOs) and Applicable Documents (Section 3.0) and using Government Furnished Information (GFI) (Section 6.0).

LOE DO/TOs will be administered via Technical Instructions (TIs) and are subject to the Limitation of Funds Clause.

4.0.1 Program Management

4.0.1.1 Technical Interchange Meetings (TIMs), Technical Reviews, and Program Management Meetings (PMRs)

The contractor shall conduct and participate in TIMs including PMRs and technical reviews. The contractor shall provide working level status and tasking updates, technical presentations and task reporting. The contractor shall, as a result of conducting technical reviews, present prototype concepts, review performance against requirements and specifications, identify risks and concerns, and validate design methods and approaches. The Government will establish the meeting schedule and the agenda. The contractor shall provide presentation materials and meeting minutes for all TIMs.

Deliverables:

The contractor shall deliver Presentation Material IAW CDRL A001 and Meeting Minutes IAW CDRL A002.

4.0.1.2 Quality Assurance

The contractor shall deliver, for Government review and approval, a Quality Control Plan (QCP) that documents the processes that ensure conformance to DO/TO requirements and meet the requirements of Section 3.1. The contractor shall describe the Quality Management System methodology and approaches to be used under the contract in the

QCP. The contractor shall provide a Program Management Plan (PMP) and Configuration Management Plan (CMP) for review and approval by the Government.

Deliverables:

The contractor shall deliver Quality Control Plans (QCP) IAW CDRL A003, Program Management Plans IAW CDRL A004, and Configuration Management Plans IAW CDRL A005.

4.0.1.3 Technical Data Packages

The contractor shall develop Technical Data Packages (TDP) that define conceptual design, developmental prototype or limited production design, and production level engineering drawings required for quantity production of the item or system. This includes TDPs for prototypes and any associated test equipment. The contractor shall produce TDPs IAW Section 3.2, consisting of one of three levels: (1) Conceptual Level, (2) Developmental Level, or (3) Production Level as specified in individual DOs/TOs.

Deliverables:

The contractor shall deliver Technical Data Packages (TDPs) IAW CDRL A008.

4.1 CONCEPT DESIGN DEFINITION

4.1.1 Concept Design Analysis and Assessment Studies

The contractor shall perform engineering analysis, conceptual design studies, analysis of alternatives, and assessment studies for development of prototype systems, system of systems, engineered material and electromechanical devices to meet hardware and software system, operational and launch platform requirements defined in individual DOs/TOs. The contractor shall perform trade studies, technical investigations and reviews to compare the performance, cost and development time associated with the applicable prototype options. The contractor shall evaluate tradeoffs of various designs as a function of constraints and dependencies including performance metrics, environmental conditions, physical limits, complexity, material composition, structural integrity, hydrodynamic stability, special security and safety features associated with system operation, and compatibility with other proposed and existing systems, components, or devices. The contractor shall assess capability advantages and disadvantages, feasible alternatives, key assumptions, sensitivity to changes in variables and technology risk. The contractor shall document results of analysis and other findings in Design Analysis Reports, which includes draft computer aided design models and engineering drawings including conceptual designs and system layouts.

Deliverables:

The contractor shall deliver Design Analysis Reports IAW CDRL A009.

4.1.2 Performance Predictions

The contractor shall perform predictive analysis to describe the characteristics of the prototypes using mathematical formulations describing the dependency of system parameters on various external stimuli and operating conditions. The contractor shall develop models and simulations for candidate implementations using computer based modeling tools and numerical methods appropriate for the specific application as defined in the individual DOs/TOs. The contractor shall derive metrics that form the basis of contractor comparisons and trade-offs. The contractor shall perform quantitative analysis to evaluate the metrics as a function of the applicable trade-space. The contractor shall organize the metrics in tabular or graphical form to facilitate side-by-side comparison against various design options. The contractor shall provide Performance Reports, documenting the analysis and other findings.

Deliverables:

The contractor shall deliver Performance Reports IAW CDRL A009.

4.1.3 Analysis of Operation

The contractor shall conduct analyses of current and future operations and missions and make recommendations to develop new system and subsystem solutions. The contractor shall use existing fielded systems as a baseline prior to recommending the development of new systems and subsystems. The contractor shall provide a report documenting the analysis results and recommendations.

Deliverables:

The contractor shall deliver Analysis & Recommendations Reports IAW CDRL A009.

4.1.4 Compatibility Analysis

The contractor shall conduct compatibility studies, draft and update TDPs for proposed prototypes to demonstrate compatibility with systems and their interfaces. The contractor shall evaluate the predicted performance of system interfaces, identify potential problems, and recommend and develop system changes to overcome identified problems.

The contractor shall address compatibility issues associated with current UW/UD systems and subsystems, launch platform systems, ancillary equipment, and laboratory integration equipment. The contractor shall provide a report documenting the analysis results, draft computer aided design (CAD) models, TDPs including system layouts, and the Compatibility Reports.

Deliverables:

The contractor shall deliver Technical Data Packages (TDPs) IAW CDRL A008 and Compatibility Reports IAW CDRL A009.

4.1.5 Concept Specification Development and Review

The contractor shall develop and deliver TDPs IAW CDRL A008 that document conceptual prototype specifications and take into account operational performance, interfaces, cost, and schedule. The contractor shall develop and deliver software algorithms that document the concept prototype's logical flow. The contractor shall conduct design reviews for the conceptual prototype, review performance against requirements and specifications, identify risks and concerns, and validate design methods and approaches.

The contractor shall develop and deliver a Design Review Information Package (DRIP) for a concept prototype that presents the results of analysis, simulation, exploratory testing and other engineering activities including algorithms. The contractor shall develop and deliver Concept Development Reports that document the feasibility of proposed specifications and specification modifications, and the potential of those proposed specifications and specification modifications to meet design requirements.

Deliverables:

The contractor shall deliver Technical Data Packages (TDPs) IAW CDRL A008, Concept Development Reports IAW CDRL A009, Algorithms IAW CDRL A009, and Design Review Information Packages (DRIP) IAW CDRL A00A.

4.2 PROTOTYPE DESIGN, DEVELOPMENT, FABRICATION, INTEGRATION AND TEST

4.2.1 Prototype Design and Development

As further delineated in individual DOs/TOs, and following Government approval of Concept Design, the contractor shall design prototypes using GFI or designs generated under SOW 4.1 tasking. The contractor shall generate and document functional and detailed design of all electrical, mechanical, and software components. During Prototype Design and Development, the contractor shall document its approach to requirements allocation, risk management, configuration management, software integration, hardware integration and test and evaluation. The contractor shall map high level requirements to specific components of the prototypes. The contractor shall conduct trade-off analysis of various design options and recommend an approach that best satisfies the Government's requirements. The contractor shall perform engineering studies and prepare draft CAD models and engineering drawings including conceptual designs; system layouts, detail and assembly drawings; printed circuit board layouts; artwork,

schematics, block and wiring diagrams; and associated lists that depict adaptation of proposed prototypes onto applicable platforms, or adaptation of existing systems onto applicable platforms. The contractor shall provide detailed technical assessments, conduct compatibility studies and impact studies of the proposed prototypes. The contractor shall draft a TDP to document the attributes of the Government approved prototype design.

The contractor shall present design documents at technical reviews, for review and approval by the Government, to assess requirements at key milestones and readiness to enter the next technical phase of effort. Specific technical reviews will be identified in each individual order. The contractor shall prepare and provide Test Plans and Procedures for review and approval by the Government.

Deliverables:

The contractor shall deliver prototypes, Technical Data Packages (TDPs) IAW CDRL A008, Compatibility Reports IAW CDRL A009, Trade-off Analysis Reports IAW CDRL A009, and Test Plans & Procedures IAW CDRL A00B.

4.2.1.1 Prototype Electrical Design

The contractor shall design electrical components, including selecting Commercial-Off-the-Shelf (COTS) parts, which meet design requirements. Electrical components include custom computer controller subsystems, circuit cards, programmable logic array firmware, other Application Specific Integrated Circuits (ASIC), interfaces, data buses, power supply and distribution, current or voltage protection, analog filters, amplifiers, analog to digital conversion, control electronics, cabling, cable harnesses, connectors and other electrical subsystems. The contractor shall provide TDPs and CAD models of the hardware architecture, electrical component schematics, circuit card layouts, connector and cable pinout diagrams, network routing diagrams, power supply interfaces and other components. The contractor shall perform testing to validate the electrical component design meets requirements.

Deliverables:

The contractor shall deliver prototypes, Technical Data Packages (TDPs) IAW CDRL A008, Electrical DRIPs IAW CDRL A00A, and Test Reports IAW CDRL A00C.

4.2.1.2 Prototype Mechanical Design

The contractor shall design mechanical components, including selecting Commercial-Off-the-Shelf (COTS) parts, which meet design requirements. Mechanical components include equipment and electronic enclosures, mounting equipment, special fixtures and jigs, related support equipment and attachment devices, handling equipment, electronic chassis, shock and vibration isolation mechanisms, noise isolation mechanisms, other environmental compatibility devices, acoustic and non-acoustic sensors or transducers, acoustic or non-acoustic windows, and other material designs. The contractor shall assess the functionality and compliance of multiple design options using CAD. The contractor shall perform testing to validate the mechanical components meet requirements associated with physical constraints such as volume and weight, interference with other systems and components, safety, and reliability under shock and vibration conditions applicable to the prototypes' application. The contractor shall provide a TDP documenting the mechanical design.

Deliverables:

The contractor shall deliver prototypes, Technical Data Packages (TDPs) IAW CDRL A008 and Mechanical DRIPs IAW CDRL A00A.

4.2.1.3 Prototype Software Design

The contractor shall design software and computer code to execute required functionality on all computers incorporated into prototypes. The contractor shall document the algorithm functionality, data flow, timing, memory management, and interface control planned for the software implementation. The contractor shall provide Algorithms, Software Requirements Specifications (SRS), Software Design Descriptions (SDD), Interface Requirements Specifications (IRS), and Interface Design Descriptions (IDD) that document the software design.

Deliverables:

The contractor shall deliver prototypes, Algorithms IAW CDRL A009, Software Requirements Specifications (SRS) IAW CDRL A00D, Software Design Descriptions (SDD) IAW CDRL A00E, Interface Requirements Specifications (IRS) IAW CDRL A00F, and Interface Design Descriptions (IDD) IAW CDRL A00G.

4.2.1.4 Prototype Human-Machine Interfaces (HMI)

The contractor shall design and document the interfaces between the system and human operators which include computer generated images (CGI) displayed on a computer screen, other graphical user interfaces (GUI), other visual indicators, and manual controls such as push buttons, touch screens or track balls as defined by Section 3.3. The contractor shall provide Human Engineering Design Approach Documents – Operator (HEDAD-O).

Deliverables:

The contractor shall deliver prototypes and Human Engineering Design Approach Documents – Operator (HEDAD-O) IAW CDRL A00H.

4.2.1.5 Prototype Software and Firmware Development and Implementation

The contractor shall develop software and firmware that includes sensor acquisition, external interfaces, system control, signal processing, information processing, internal network data routing, performance monitoring, and fault isolation. The contractor shall implement Government approved software, firmware and computer code to execute required functionality on all computers incorporated into the prototypes.

The contractor shall develop a Software Test Plan (STP) for review and approval by the Government. The contractor shall test software and firmware IAW the Government approved STP. The contractor shall test software and firmware modules under isolated conditions before integrating into larger subsystems. The contractor shall provide built-in test code such as embedded interface simulation, storage of intermediate results, and software breakpoints to facilitate unit and subsystem testing. The contractor shall include unique numerical identifiers into code files to support version control and configuration management. The contractor shall provide Software Test Descriptions and Software Test Reports for each test.

The contractor shall integrate Government approved software and firmware on subsystems into a combined end-to-end system.

The contractor shall store the software and firmware on electronic media with a unique version identification label. The contractor shall provide Computer Software Products, Software Product End Item Documentation, Software Version Descriptions (SVD), Software User Manuals (SUM), Risk Management Framework (RMF) Documentation and Interface Control Documents (ICD).

Deliverables:

The contractor shall deliver prototypes, Software Test Plans (STP) IAW CDRL A00J, Software Test Descriptions IAW CDRL A00K, Software Test Reports (STR) IAW CDRL A00L, Computer Software Products IAW CDRL A00M, Software Product End Item Documentation IAW CDRL A00N, Software Version Descriptions (SVD) IAW CDRL A00P, Software User Manuals (SUM) IAW CDRL A00Q, Risk Management Framework (RMF) Documentation IAW CDRL A00R, and Interface Control Document (ICD) IAW CDRL A00S.

4.2.2 Prototyping

The contractor shall build, test and deliver prototypes. The contractor shall provide ancillary hardware and special support equipment, software or other configuration items to operate the prototypes in their intended environment. The contractor shall provide Built-in Test (BIT) capabilities and interfaces to support first article unit testing in a stand-alone environment in the completed assembly. Following Government acceptance of the prototypes, the contractor shall provide the prototypes accompanied by a Certificate of Compliance verifying the hardware, software and materials conform to approved drawings, standards and specifications.

Deliverables:

The contractor shall deliver prototypes and Certificates of Compliance IAW CDRL A00T.

4.2.3 Prototype Integration and Verification Testing

The contractor shall generate, update and maintain plans and procedures for integrating, testing and evaluating the end-to-end prototypes, subsystems, modules, components and devices prior to operational demonstration. The contractor shall develop Design Verification Test (DVT) plans and procedures describing methods for validating limited functionality in a laboratory environment or land-based test facility, for Government approval. The contractor's test plans shall document any proposed modification to and use of Government facilities or equipment to conduct DVT. The contractor's test plans shall take into consideration weight constraints, environmental considerations and interfaces, compliance with all security and safety requirements, and test methods that minimize cost to the Government.

The contractor shall conduct DVT. The contractor shall provide all hardware and equipment to support DVT. The contractor shall arrange transportation of material and other external subsystems required for testing to the designated test location. The contractor shall execute DVT integration and validation tests IAW Government approved DVT procedures and document results for each test.

The contractor shall develop and maintain a database of trouble reports categorized by priority. The contractor shall perform find-fix-repair activities of electronic components, mechanical components and software modules for failures during testing. The contractor shall deliver a DVT report describing the results of all testing, and identify DVT critical performance parameters measured, failures, design changes, and the status of the system. The contractor shall develop acceptance criteria for prototypes completing DVT, for Government approval. After passing Government approved acceptance criteria, the contractor shall deliver assembled prototypes.

Deliverables:

The contractor shall deliver Design Verification Test (DVT) Plans & Procedures IAW CDRL A00B and deliver assembled prototypes as specified in individual DOs/TOs.

4.3 TEST AND EVALUATION

4.3.1 Test and Evaluation Planning

The contractor shall develop, update and maintain test plans and procedures to evaluate performance requirements of prototypes in the operational environment. The contractor shall address test objectives, performance metrics, platform requirements, personnel requirements, training, platform geometries, location options, equipment staging, timeline recommendations, actions to prevent mutual interference (PMI), safety requirements, environmental impact constraints, data recording and logging requirements, security restrictions, and information assurance restrictions. The contractor shall include modeling of prototype environment, simulation of test geometries and platform scenarios. The contractor shall assess safety hazards and develop mitigation plans, prepare documentation to support approval from applicable environmental compliance boards, and verify feasibility of data recording methods. The contractor shall submit Test Plans and Procedures for review and approval by the Government.

Deliverables:

The contractor shall deliver Test Plans & Procedures IAW CDRL A00B.

4.3.2 Preparation for Testing

The contractor shall make all preparations needed to test the prototypes by executing test evolutions in the operational environment. After Government approval, the contractor shall perform upgrades, overhauls and tune-ups of test vehicles and equipment deployment apparatus to support testing in the operational environment for the required test duration. Prior to use of the equipment for repeated test trials, the contractor shall make repairs to the prototypes and support equipment in accordance with test objectives.

Prior to testing, the contractor shall prepare and provide materials on proper operation of test equipment, safety procedures and operation of the prototypes to support training of personnel assigned to testing.

The contractor shall package equipment for shipping and arrange for transport of equipment to the test sites and staging areas.

The contractor shall prepare and deliver Test Preparation Reports detailing the test and support equipment developed, repairs and upgrades performed, and other preparations completed prior to executing a test.

Deliverables:

The contractor shall deliver Test Preparation Reports IAW CDRL A00U.

4.3.3 Test Execution

The contractor shall conduct testing of prototypes in an operational environment IAW contractor developed, Government approved test plans to demonstrate, evaluate, verify and validate performance. The contractor shall provide Test Reports documenting test results. The Contractor shall provide a Trip Report summarizing the event including accomplishments, issues and problems encountered.

Deliverables:

The contractor shall deliver Test Reports IAW CDRL A00C and Trip Reports IAW CDRL A00V.

4.3.4 Post-Test Analysis

The contractor shall perform analysis and technical investigations of data collected during operational testing. The contractor shall assess system performance relative to test objectives and system technical requirements. The contractor shall generate time-space reconstruction parameters associated with test execution using recorded navigation data from the systems. The contractor shall use mathematical models and computer simulation tools to assess expected performance characteristics of the prototypes given the reconstructed environmental and positional conditions present during test execution. The contractor shall determine the root cause, generate alternative solutions, and produce recommended courses of action for test results that fail to meet expected performance requirements. The contractor shall compare test data with system performance requirements and document findings.

Deliverables:

The contractor shall deliver Post Analysis Reports IAW CDRL A009.

4.4 DEMONSTRATION, EXPERIMENTATION, FIELDING, AND OPERATION

The contractor shall provide engineering services to support Government execution of prototype demonstration, experimentation, fielding and operation. Demonstration and experimentation are performed as bench testing (e.g., laboratory), land based testing, in-water testing on-range, or in-water testing at-sea. The contractor shall use existing systems and subsystems as well as prototype systems and subsystems during the execution of this task. The contractor shall support Government integration of the prototype and the associated enabling systems. The contractor shall operate equipment, collect and organize data, and document results during execution of the demonstration.

The contractor shall travel to the fielding site, operate equipment, collect and organize data, and document results. The contractor shall provide Trip Reports, which documents the event and summarizes accomplishments, issues, and problems encountered during the trip. The contractor shall also provide Test Reports, which are detailed documents that include the outcome of event and the data collected at the event.

The contractor shall provide Training Materials on the use and operation of the prototype equipment, train personnel, and provide a Training Report. The Training Report shall document the training event, persons trained, and completion status.

Deliverables:

The contractor shall deliver Test Reports IAW CDRL A00C, Trip Reports IAW CDRL A00V, Training Reports IAW CDRL A00W, and Training Materials IAW CDRL A00X.

4.5 PROTOTYPE LOGISTICS, MAINTENANCE, AND MONITORING ACTIVITIES

4.5.1 Prototype Logistics and Maintenance

The contractor shall provide logistics and maintenance activities for prototypes and support materials to maintain and operate prototypes. The contractor shall provide ancillary hardware and special support equipment, software or other configuration items to operate the prototypes in their intended environment for a specified time period. The contractor shall prepare and provide Shipping Reports, Maintenance Support Plans, Installation Procedures, Spare Parts List, repair analyses and procedures, provisioning data, and Failure Mode, and Effects and Criticality Analysis (FMECA) reports, related to logistics and maintenance of prototypes. The contractor shall maintain and produce technical manuals for systems and associated equipment. The contractor shall maintain and repair all prototype systems, subsystems, and support equipment.

Deliverables:

The contractor shall deliver Shipping Reports IAW CDRL A00Y, Maintenance Support Plans IAW CDRL A00Z, Installation Procedures IAW CDRL A010, Spare Parts Lists IAW CDRL A011, Failure Mode, Effects & Criticality Analyses (FMECA) IAW CDRL A012, and Operational & Maintenance Instructions for R&D Equipment IAW CDRL A013.

4.5.2 Software Maintenance

On an on-going basis, upon receipt of GFI schedules, technical standards, system performance reports, and system trouble reports, provided in individual orders, the contractor shall perform troubleshooting, implement patches and improvements to software and computer code. The contractor shall describe any characteristics or changes to algorithm functionality, data flow, timing, memory management, and interface control. The contractor shall provide updated Technical Data Packages (TDP), Algorithms, Software Requirements Specifications (SRS), Software Design Descriptions (SDD), Interface Requirements Specifications (IRS), Interface Design Descriptions (IDD), and Action Summary Reports that document the changes the contractor made in the iterative maintenance process.

Deliverables:

The contractor shall deliver Technical Data Packages (TDPs) IAW CDRL A008, Algorithms IAW CDRL A009, Software Requirements Specifications (SRS) IAW CDRL A00D, Software Design Descriptions (SDD) IAW CDRL A00E, Interface Requirements Specifications (IRS) IAW CDRL A00F, Interface Design Descriptions (IDD) IAW CDRL A00G, and Action Summary Report IAW CDRL A009.

4.5.3 Model and Simulation Maintenance

On an on-going basis, upon receipt of GFI schedules, technical standards, system performance reports, and system trouble reports, provided in individual orders, the contractor shall perform troubleshooting, and implement modifications and improvements to data models and simulations associated with the weapon and defensive system performance and operating environments. The contractor shall perform troubleshooting, and implement modifications and improvements to the processing and computing techniques used to run simulations. The contractor shall describe any characteristics or changes to algorithm functionality, data flow, timing, processing, memory management, and interface control planned. The contractor shall provide updated Technical Data Packages (TDP), Algorithms, Software Requirements Specifications (SRS), Software Design Descriptions (SDD), and Action Summary Reports that document the changes the contractor made in the iterative maintenance and development process.

Deliverables:

The contractor shall deliver Technical Data Packages (TDPs) IAW CDRL A008, Algorithms IAW CDRL A009, Software Requirements Specifications (SRS) IAW CDRL A00D, Software Design Descriptions (SDD) IAW CDRL A00E, and Action Summary Report IAW CDRL A009.

4.5.4 Program Protection Assessment and Monitoring

On an on-going basis, upon receipt of GFI schedules, program protection requirements, and system technical data provided in individual orders, the contractor shall monitor and assess program protection issues related to known, emerging, and theoretical threats, attack vectors, system vulnerabilities, and DoD Risk Management Framework (RMF) requirements. The contractor shall provide updated Technical Data Packages (TDP) and Action Summary Reports that document the contractor's assessment and recommendations.

Deliverables:

The contractor shall deliver Technical Data Packages (TDPs) IAW CDRL A008 and Action Summary Reports IAW CDRL A009.

4.6 TRANSITION TO PRODUCTION

4.6.1 Production Level Documentation

The contractor shall develop a production level TDP as described in Section 3.2. The contractor shall include descriptions of candidate production system architecture, identification of parts, mechanical drawings, electrical schematics, software functional flow, computer network architecture, and operator-machine interfaces. The contractor shall revise existing TDPs to address obsolescence, environmental qualification testing, reliability, safety, and information assurance qualifications.

Deliverables:

The contractor shall deliver Production TDPs IAW CDRL A008.

4.6.2 Low Rate Initial Production

The contractor shall manufacture and deliver Low Rate Initial Production (LRIP) units. Specific quantities of LRIP units will be identified in individual DOs/TOs based on program requirements.

Deliverables:

The contractor shall deliver LRIP units.

4.6.3 Full Rate Production

The contractor shall manufacture and deliver Full Rate Production (FRP) units. Specific quantities of FRP units will be identified in individual DOs/TOs based on program requirements.

Deliverables:

The contractor shall deliver FRP units.

5.0 Progress Reports

5.0.1 Contractor's Status Report

The Contractor shall prepare a Contractor's Status Report (CSR) that indicates the progress of work, status of the program(s), and existing or potential problem areas for all assigned tasks. The Contractor shall submit the Contract Status Report for the same timeframe as each invoice submitted in the Wide Area Workflow (WAWF) Module of the Procurement Integrated Enterprise Environment (PIEE) on individual orders, if the tasking is cost reimbursement services.

Deliverable:

The contractor shall deliver Contractor's Status Report CSR IAW CDRL A014.

NOTE: APPLICABILITY DETERMINED AT DELIVERY/TASK ORDER LEVEL

5.0.2 Required Mandatory and Limited Audience Training

The Contractor shall require each Contractor employee performing work at any NUWC Division Newport site, who have a Common Access Card (CAC) and an NMCI Account, complete all required Mandatory training and any applicable Limited Audience required training(s). The Contractor shall fill out and submit to the Government the Training Completion Status Report based upon GFI 6.1, affirming all Mandatory training and any applicable Limited Audience required training(s) are completed. The required training and required training schedule is available at the following website:

<https://wiki.navsea.navy.mil/pages/viewpage.action?spaceKey=NCOW&title=NUWCDIVNPT+Workforce+Development+Program>. See the .pdf Mandatory Training Instruction – Contractors Only.

The following Limited Audience required training(s) are applicable to this requirement: NAVSEA NATO Security Briefing. Additional Limited Audience Trainings may be required at the DO/TO level.

The Training Completion Status Report and Limited Audience Training Applicability List shall include the contract/order number, contractor employee name, specific training course title and identification number, and completion date for all contractor employees asserting training completion. Contact the COR identified in Section G if additional access instructions are needed. If specific training questions arise, contact the POC listed for the training in the above specified .pdf(s).

Deliverables:

The contractor shall deliver Training Completion Status Reports IAW CDRL A015.

6.0 Government Furnished Information (GFI)

Index	Government Furnished Information Name	Revision	Applicable SOW Tasks
6.1	Required Training List	Current	5.0.2

Any additional Government Furnished Information (GFI) will be identified in individual DOs/TOs.

7.0 Government Furnished Property (GFP)

At the DO and TO level, the Government may provide Government Furnished Property (GFP), which will be included as an attachment to individual DOs/TOs. As specified in DFARS Clause 252.211-7007, the Contractor shall prepare a Government Property Inventory Report and the GFP Baseline Report via the GFP Module of the Procurement Integrated Enterprise Environment (PIEE). Upon update of the GFP Module, the Contractor shall submit the Contract Status Report indicating the GFP Module has been updated.

8.0 Quality Surveillance and Performance Standards

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables. Contractor performance will be evaluated in the areas of technical quality, cost control, schedule/timeliness, management, utilization of small business, and regulatory compliance as follows:

- Technical Quality: The government will evaluate technical quality using the criteria defined in the Performance Requirements Summary Table (PRST), Attachment 2;
- Cost Control: The government will evaluate the contractor's effectiveness in forecasting, managing, and controlling actual costs in comparison to negotiated costs;
- Schedule/Timeliness: The government will evaluate the contractor's ability to meet negotiated milestones and delivery schedules;

- Management: The government will evaluate the contractor's ability to integrate and coordinate all activities needed to execute the contract/task order;
- Utilization of Small Business: The government will evaluate the contractor's compliance with the Small Business Subcontracting Plan and any small business subcontracting goals contained in the contract/task order;
- Regulatory Compliance: The government will evaluate the contractor's compliance with the terms and conditions of the contract/task order relating to applicable regulations and codes.

9.0 Information and Communication Technology (ICT) Accessibility Requirements

Information and Communication Technology (ICT) Accessibility Requirements will be determined in individual DOs/TOs.

10.0 Security Compliance

10.1 Program Protection (Classified)

SECURITY: All Contractor personnel shall adhere to the Security provisions of 32 CFR Part 177 – National Industrial Security Program Operating Manual (NISPOM) and the security requirements of the attached DD254. While performing work associated with NUWCDIVNPT, Contractor personnel shall comply with the NUWCDIVNPT Security Manual and, if at another facility, the security regulations of the host facility. Applicable FAR and DFARS clauses shall be adhered to in the performance of this contract. Security incidents shall be promptly reported through the company's Facility Security Officer (FSO), to the Contracting Officer's Representative (COR), Technical Point of Contact (TPOC), and the Cognizant Security Office to NUWCDIVNPT Security.

SECRET: Contractor employees will be exposed to information up to Secret. The Contractor must have a current security clearance of at the Secret level or higher as the design, testing, support and production of the Undersea Warfare/Undersea Defense Family of Systems involves information which is classified Secret by Security Classification Guide 139.2. Additional access requirements will be determined at the award or DO/TO level.

SIPRNET, NATO, FGI, and Non-SCI access are required for the contractor to provide CDRL A008 - Technical Data Packages (TDPs) under SOW task 4.0.1.3 and for other work. TDPs are based on requirements which are stored on SIPRNET and the contractor will be required to generate any classified portion of the TDP. Requirements include NATO information, and FGI (Australian) information. SCI access is not required at the contract level; therefore Non-SCI access is required.

Controlled Unclassified Information (CUI) including Legacy FOUO and Covered Defense Information (meeting the definition of 48 CFR 252.204–7012(a)) generated and/or provided under this contract shall be marked and safeguarded as specified in DoD Instruction 5200.48, CUI available at: <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/520048p.PDF>. Any product containing Covered Defense Information shall be assigned a distribution statement (distribution statements B through F) in accordance with DoDI 5230.24 (Distribution Statements on Technical Documents); and DoDI 5230.24, Enclosure 3 Procedures, available at <https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/523024p.pdf>

INFORMATION SECURITY: If the work is performed at the Contractor's facility, the Contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of classified information and controlled unclassified information (CUI) and to control distribution of CUI in accordance with National Industrial Security Program Operating Manual (NISPOM) codifying 32 CFR Part 117, NISPOM Rule, and SECNAV M-5510.36B. If the work is performed at the Government's facility, the Contractor shall comply with facility policy.

CUI INCIDENT REPORTING AND RESPONSE: The Contractor shall promptly report any unauthorized, inadvertent, or illegal release or disclosure of CUI to the Contracting Officer's Representative / Technical Point of Contact (TPOC), Procuring Contracting Officer, and the Security Office. Contractor personnel shall coordinate this effort through the relevant industry site FSO.

PUBLIC RELEASE: Any controlled unclassified information pertaining to this contract shall not be released for public dissemination, including posting to any social media sites such as Facebook or Twitter, unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release through Commander, Naval Undersea Warfare Center, Division Newport, Newport, RI 02841.

10.2 Program Protection (Unclassified)

OPERATIONS SECURITY (OPSEC): The Contractor shall develop and implement, and update and maintain an OPSEC program to protect controlled unclassified and classified activities, information, equipment, and material used or developed by the Contractor and any subcontractor during performance of the contract. The Contractor shall be responsible for the subcontractor implementation of the OPSEC requirements. The Contractor developed OPSEC program may include Information Assurance and Communications Security (COMSEC). The OPSEC program shall be in accordance with National Security Decision Directive (NSDD) 298, and at a minimum shall include:

- 1) Assignment of responsibility for OPSEC direction and implementation.
- 2) Issuance of procedures and planning guidance for the use of OPSEC techniques to identify vulnerabilities and apply applicable countermeasures.
- 3) Establishment of OPSEC education and awareness training.
- 4) Provisions for management, annual review, and evaluation of OPSEC programs.
- 5) Flow down of OPSEC requirements to subcontractors when applicable.

While performing aboard NUWC or NUWC sites, the contractor shall:

- Comply with all OPSEC instructions and policies detailed in the NUWCDIVNPT Security Manual;
- Include OPSEC as part of its ongoing security awareness program and take all required Agency training;
- Be responsive to the Supporting OPSEC Manager on a non-interference basis;
- Protect sensitive unclassified information and activities, which could compromise classified information or operations, or degrade the planning and execution of operations performed by the Requiring Organization and contractor in support of the mission.

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C-202-H001 ADDITIONAL DEFINITIONS–BASIC (NAVSEA) (OCT 2018)

(a) Department - means the Department of the Navy.

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which

are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of text)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

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

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

(1) The support contractor not disclose any information;

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

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

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

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

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of text)

C-204-H002 IMPLEMENTATION OF ENHANCED SECURITY CONTROLS ON SELECT DEFENSE INDUSTRIAL BASE PARTNER NETWORKS (NAVSEA) (JAN 2020)

1. System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews

a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.

b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.

c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

2. Compliance to NIST 800-171

a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:

(1) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;

(2) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;

(3) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.

(4) Audit user privileges on at least an annual basis;

(5) Implement:

i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,

ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see <https://csrc.nist.gov/projects/cryptographic-algorithm-validation-program>);

(6) Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.

(7) Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

3. Cyber Incident Response

a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.

b) Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Media.docx. In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.

c) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

4. Naval Criminal Investigative Service (NCIS) Outreach

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

5. NCIS/Industry Monitoring

a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.

c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

End of Text)

NOTE: APPLICABILITY DETERMINED AT DELIVERY/TASK ORDER LEVEL

CLAUSES INCORPORATED BY FULL TEXT

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

None

(End of text)

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with the detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ in response to Solicitation No. _____.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of text)

NOTE: APPLICABILITY DETERMINED AT DELIVERY/TASK ORDER LEVEL. SOME OR ALL OF AN OFFEROR'S PROPOSAL (AT ORDER LEVEL) MAY BE INCORPORATED INTO AN AWARDED ORDER.

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

TO BE PROVIDED AT AWARD

(End of text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A, attached hereto.

(End of Text)

C-227-H007 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall be delivered to the Government for concurrence under CDRL **TBD AT DELIVERY/TASK ORDER LEVEL** and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

(b) The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE Std. 12207:2017;

(2) Contain the information defined by ISO/IEC/IEEE 15289:2017, section 7.3 "Plan - generic content" and Table 2 "Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process." In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted for this contract;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE Std. 12207:2017 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

(5) Adhere to the characteristics defined in ISO/IEC/IEEE 15289:2017 section 6.1 "Life-cycle data characteristics," as appropriate;

(6) Be in accordance with the framework defined in IEEE Std. 12207:2017, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(7) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with ISO/IEC/IEEE 15289:2017 Section 7.3, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(End of text)

NOTE: THE SDP MAY BE AN EVALUATION FACTOR AT DELIVERY/TASK ORDER LEVEL. A SDP IS NOT REQUIRED TO BE SUBMITTED IN RESPONSE TO THIS SOLICITATION AT THE BASIC CONTRACT LEVEL

C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA)
(JAN 2019)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation

upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

(End of text)

C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATA BASES DELIVERED TO OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (JAN 2019)

(a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (as defined in the clause entitled "Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation" (DFARS 252.227-7014)), before delivery of that computer software or computer data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.

(b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.

(c) Any license agreement governing the use of any computer software or computer software documentation delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).

(d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.

(e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.

(f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(g) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of text)

C-228-H002 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (JAN 2019)

(a) In accordance with the clause(s) of this contract entitled "Insurance--Work On a Government Installation" (FAR 52.228-5) and "Liability and Insurance" (DFARS 252.217-7012), as applicable, the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(i) Workers' compensation and employer's liability coverage shall be at least \$100,000, except as provided in FAR 28.307-2(a), if applicable

(ii) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(iii) Automobile liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(b) To be approved by the Contracting Officer, insurance certificates must include the following cancellation policy statement: Prior to cancellation or material change in coverage, the contractor shall give 30 days written notice to the Contracting Officer.

(c) Physical work cannot begin until the insurance certificate has been approved by the Contracting Officer. Failure to provide an acceptable insurance certificate will not remove the contractor's responsibility to meet the delivery requirements outlined in Section F and FAR 52.211-11, Liquidated Damages – Supplies, Services, or Research and Development, if applicable.

(End of text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified in an attachment in Section J.

(End of text)

NOTE: APPLICABILITY DETERMINED AT DELIVERY/TASK ORDER LEVEL

CLAUSES INCORPORATED BY FULL TEXT

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2022)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: [https://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/](https://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/) under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of text)

Applicable CLINs: 0004, 0005

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

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

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

(End of text)

C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018)

(a) A post-award meeting with the successful offeror will be conducted within [*] days after award of the [contract / task order]. The meeting will be held at the address below:

Location/Address: [*]

(b) The contractor will be given [*] working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the [contract / task order].

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

[*] To be specified at contract award.

NOTE: PARTICIPATION VIA TELECONFERENCE OR VIDEO TELECONFERENCE (VTC) IS ALLOWED; THEREFORE, ANY TRAVEL INCURRED FOR THE POST AWARD MEETING IS NOT AN AUTHORIZED COST, AND IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR AND WILL NOT BE REIMBURSED BY THE GOVERNMENT UNDER ANY CIRCUMSTANCES.

(End of text)

Applicable CLINs: 0001

C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

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

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of text)

Applicable CLINs: 0004, 0005, 0008

C-243-H003 CONFIGURATION MANAGEMENT (NAVSEA) (NOV 2022)

(a) Baseline Definition - All contractual documentation in effect at the time of contract award shall constitute the Contract Baseline, which shall be considered incorporated in the baseline documentation.

(b) General Requirement - (1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract. If required, the Contractor's Configuration Management Plan shall be submitted through the appropriate Contract Data Requirements List (CDRL) for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify the baseline to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide such detail of related costs as to allow the Government to determine an equitable adjustment for the change document submission. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the Contracting Officer. Change documentation shall be submitted to the Contracting Officer in accordance with the appropriate CDRL, and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-SESS-80639E approved 11 Feb 2020, EIA-649-1A of Aug 2020, and MIL-HDBK-61B of 7 Apr 2020 apply. An ECP shall be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. The contractor shall develop documentation in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact if applicable, and consequences if disapproved. List all existing drawings and technical manuals impacted by the change, including a

brief narrative explanation of needed changes to incorporate the ECP if approved. Provide weight and moment data incidental to the change, if applicable. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) – An NECP shall be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the NECP is approved.

(e) Deviations/Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Variance. The explanation of "Need for Deviation/Waiver" in the DD1694 shall provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance and the effect on ship equipment or system operation.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, and Deviations/Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be subject to equitable adjustment.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "Disputes" (FAR 52.233-1).

(g) Any cost reduction proposal submitted pursuant to the clause entitled "Value Engineering" (FAR 52.248-1) shall be submitted as a Value Engineering Change Proposal (VECP). The Contractor shall follow the VECP preparation requirements of FAR 52.248-1(c) and any additional guidance provided by the Contracting Officer.

(End of Text)

In addition to the information required by FAR 52.244-2(e) of the contract, when consent to subcontract is required per FAR 52.244-2, the contractor shall also include the following information in requests to add subcontractors or consultants during performance:

- (1) Impact on subcontracting goals,
- (2) Impact on providing support at the contracted value,
- (3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of
(i) SeaPort NXG fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort NXG prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort NXG contract.

(End of Text)

C-245-H005 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--ALTERNATE I
(NAVSEA) (MAY 2019)

(a) Contract Specifications, Drawings and Data. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications or other design or alteration data cited or referenced in Section C.

(b) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J. The Government shall furnish only the GFI identified in an attachment in Section J. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:

(1) The Contracting Officer may at any time by written order:

- (i) delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or
- (ii) add items of data or information to the attachment identified in Section J; or
- (iii) establish or revise due dates for items of data or information in the attachment identified in Section J.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(c) Except for the Government information and data specified by paragraphs (a) and (b) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an attachment in Section J, the clause of this contract entitled "Government Property" (FAR 52.245-1) or "Government Property Installation Operation Services" (FAR 52.245-2), as applicable, or any other term or condition of this contract. Such referenced documentation may be obtained:

- (1) From the ASSIST database via the internet at <https://assist.dla.mil/online/start/>; or
- (2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D

700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5094

Telephone (215) 697-6396
Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

(End of Text)

C-246-H001 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (OCT 2018)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

C-246-H002 GOVERNMENT USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (OCT 2018)

The contractor's gages, measuring, and testing devices shall be made available to the Government when required to determine contractor conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of text)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-211-H001 PACKAGING OF DATA (NAVSEA) (FEB 2022)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), 32 CFR Part 117.

(End of text)

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor

(2) contract number

(3) sponsor:

*** TO BE PROVIDED AT DELIVERY/TASK ORDER LEVEL**

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

(End of text)

D-211-H004 IDENTIFICATION MARKING OF PARTS--BASIC (NAVSEA) (OCT 2018)

For all parts not subject to the marking requirements in DFARS 252.211-7003 – Item Unique Identification and Valuation, marking shall be accomplished in accordance with the following:

(1) Parts shall be marked in accordance with generally accepted commercial practice.

(2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

(End of text)

D-247-H001 ADDITIONAL MARKING REQUIREMENTS FOR FMS ITEMS (NAVSEA) (OCT 2018)

(a) The following identifying marks shall appear on the outside of each box, parcel and/or crate and all shipping papers included in each shipment:

NAVY	
FMS CASE	TBD AT DELIVERY/TASK ORDER LEVEL
REQUISITION NO.	TBD AT DELIVERY/TASK ORDER LEVEL
ITEM DESCRIPTION	TBD AT DELIVERY/TASK ORDER LEVEL

If a consolidated shipment of several items in one container is forwarded, add to the above information "CONSOLIDATED SHIPMENT, CONTAINS ____ ITEMS".

(b) The inscription "UNITED STATES OF AMERICA" shall be affixed in a suitable size indelible stencil, label or printed form on all external shipping containers or the exterior surface of uncrated items.

(c) All invoices, correspondence, reports and other documents shall be identified with the appropriate FMS case designator, requisition number(s), and item description(s).

(End of text)

D-247-H002 PACKAGING OF SUPPLIES—BASIC (NAVSEA) (DEC 2020)

Item(s) CLINs 0002 and 0003. The supplies furnished hereunder shall be packaged in accordance with ASTM-D3951-18, Standard Practice for Commercial Packing.

(End of text)

D-247-H004 MARKING AND PACKING LIST(S) – BASIC (NAVSEA) (FEB 2022)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with ASTM-D-3951-18 approved 1 May 2018, Standard Practice for Commercial Packing.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

(End of text)

D-247-W001 PROHIBITED PACKING MATERIALS (NAVSEA) (OCT 2018)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

(End of text)

D-247-W002 UNPACKING INSTRUCTIONS (NAVSEA) (OCT 2018)

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

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION-THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED **TBD AT DELIVERY/TASK ORDER LEVEL.** When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(End of Text)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	JAN 2023
252.246-7008	Sources of Electronic Parts	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

ASQ/ANSI/ISO 9001:2015 "Quality Management Systems – Requirements

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in--

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
 - (2) When the technical requirements of a subcontract require--
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
- (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

E-246-H014 INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA) (OCT 2018)

Item(s) CLINs 0004, 0005 and 0006 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

E-246-H020 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ASQ/ANSI/ISO 9001:2015 "Quality Management Systems – Requirements" and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall flow down such standards, as applicable, to lower-tier subcontractors under instances covered in FAR 52.246-11(b) or at the direction of the Contracting Officer. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of text)

E-246-H021 COST DATA FOR QUALITY MANAGEMENT SYSTEM (NAVSEA) (JAN 2019)

The contractor shall maintain and use cost data as a management element of the Quality Management System. The specific cost data to be maintained and used will be determined by the contractor. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

E-246-H022 INSPECTION AND TEST RECORDS (NAVSEA) (JAN 2019)

Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

E-246-H023 QUALITY REQUIREMENT FOR SOFTWARE DEVELOPMENT OR PRODUCTION (NAVSEA) (JAN 2019)

The contractor's software quality program shall be an integral part of the overall Quality Management System. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

(End of text)

E-246-W002 CERTIFICATE OF COMPLIANCE (NAVSEA) (OCT 2018)

- (a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 00Q.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

(d) The certificate shall read as follows:

I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies called for by the Order/Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this document.

Date of Execution: _____

Signature: _____

Typed Name: _____

Title: _____

(End of text)

E-246-W007 NOTIFICATION OF INSPECTION OR TEST (NAVSEA) (OCT 2018)

The Contractor agrees to notify **TBD AT DELIVERY/TASK ORDER LEVEL**, in writing, when the material will be inspected and/or tested. A minimum of seven (7) working days is required to arrange such a visit.

(End of text)

Section F - Deliveries or Performance

DELIVERY INFORMATION NOTE

The below dates within DELIVERY INFORMATION are estimates and may be adjusted at time of award. For the Data CLIN (CLIN 0009), specific delivery dates will be established in each delivery/task order.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-NOV-2023 TO 31-OCT-2028	N/A	NAVAL STATION NWPT, RECEIVING OFFICER RECEIVING OFFICER 47 CHANDLER STREET NEWPORT RI 02841 401-841-3827 FOB: Destination	N66604
0002	POP 01-NOV-2023 TO 31-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604
0003	POP 01-NOV-2023 TO 31-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604
0004	POP 01-NOV-2023 TO 31-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604
0005	POP 01-NOV-2023 TO 31-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604
0006	POP 01-NOV-2023 TO 31-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604
0007	POP 01-NOV-2023 TO 31-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604
0008	POP 01-NOV-2023 TO 31-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604
0009	POP 01-NOV-2023 TO 31-OCT-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N66604

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984

52.242-17 Government Delay Of Work
52.247-34 F.O.B. Destination

APR 1984
NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-242-H001 CONTRACTOR NOTICE REGARDING LATE DELIVERY (NAVSEA) (OCT 2018)

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, the contractor shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however, such notice shall not constitute a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

(End of text)

F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions

OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 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.

**FFP – INVOICE AND RECEIVING REPORT (COMBO)
CPFF & COST – COST VOUCHER**

(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.

**FFP – INVOICE AND RECEIVING REPORT (COMBO)
CPFF & COST – COST VOUCHER**

(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*

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

***Note:**

N66604 is the DoDAAC that shall be entered for NUWCDIVNPT requirements.

N00253 is the DoDAAC that shall be entered for NUWCDIVKPT requirements.

(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.

wawfhq@navy.mil

THE WAWF POC WILL BE DETERMINED AT THE DELIVERY/TASK ORDER LEVEL

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

(End of clause)

Note for WAWF email notifications: The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

NOTE: APPLICABILITY DETERMINED AT DELIVERY/TASK ORDER LEVEL

G-216-H001 FIXED FEE WITHHOLD--FAR 52.216-8 CLARIFICATION (NAVSEA) (OCT 2018)

The Government will withhold 15% of each fixed fee payment starting with the first invoice submitted until a total of \$100,000 of fixed fee has been withheld. Withheld amounts will be released in accordance with FAR 52.216-8, Fixed Fee.

(End of text)

G-232-H001 ALLOTMENT OF FUNDS--BASIC (NAVSEA) (OCT 2018)

(a) This contract is incrementally funded with respect to both cost and fee. The table below sets out:

(1) The CLINs/SLINs covered by the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22);

(2) The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs;

(3) The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee" (FAR 52.216-10); and;

(4) The period of performance for which it is estimated the allotted amount(s) will cover:

CLINS/SLINS	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE FOR ALLOTMENT

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) Performance under CLINs/SLINs which are fully funded is subject to the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of text)

Applicable CLIN: 0005

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT
OFFICE (NAVSEA) (JUN 2018)

(a) The following table of payment office allocation methods applies to the extent indicated.

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 Items 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 line 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.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	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. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
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 Specific proration. If there is more than one ACRN within a deliverable line 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.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
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. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, 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.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item 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) and 32.1007(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 32.207(b)(2) and 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 item financing).					

(b) This procurement contains the following contract type(s):

<u>Item</u>	<u>Type</u>
0001	FFP
0002	CPFF
0003	FFP

<u>0004</u>	<u>CPFF</u>
<u>0005</u>	<u>CPFF</u>
<u>0006</u>	<u>FFP</u>
<u>0007</u>	<u>FFP</u>
<u>0008</u>	<u>CR</u>
<u>0009</u>	<u>NSP</u>

FFP – Firm Fixed Price

CPFF – Cost Plus Fixed Fee

CR – Cost Reimbursement

NSP – Not Separately Priced

(End of text)

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of text)

G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

Name: Juli Chytka

Phone: (401) 832-2914

E-mail: juli.chytka2.civ@us.navy.mil

(ii) The Contract Specialist is:

Name: Jeff Champlin

Phone: (401) 832-4010

E-mail: jeffrey.j.champlin.civ@us.navy.mil

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

Name: TBD

Address: TBD

Phone: TBD

E-mail: TBD

(e) The Alternate Contracting Officer's Representative (ACOR) is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the contracting officer; a copy of the ACOR appointment will be provided upon award of this contract.

The Alternate Contracting Officer's Representative (ACOR) is:

Name: TBD

Address: TBD

Phone: TBD

E-mail: TBD

(f) The Technical Point of Contact (TPOC) is the contracting officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

Name: TBD

Phone: TBD

E-mail: TBD

(g) The Competition Advocate will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Competition Advocate for the Naval Undersea Warfare Center Division, Newport, RI is:

Name: Stephen Lamb

Phone: (401) 832-8526

E-mail: stephen.a.lamb1.civ@us.navy.mil

(h) The Contractor's point of contact for performance under this contract is: **TO BE FILLED IN BY OFFEROR**

Name:
Title:
Address:
Phone:
E-mail:

(i) The Contractor's Senior Technical Representative (STR), for management of orders under this contract is: **TBD AT DELIVERY/TASK ORDER LEVEL.**

Name:
Title:
Address:
Phone:
E-mail:

(End of text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link:
<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

(c) Delayed Opening, Early Dismissal and Closure of Government Facilities. When a Government facility has a delayed opening, is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal, delayed opening, or during periods of inclement weather, onsite contractors should monitor the OPM website as well as radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and the company's established policy and procedures. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy and procedures.

(e) If you intend to visit the Contracts Office, it is advised that you call for an appointment at least 24 hours in advance.

(f) The hours of operation are as follows:

TBD AT DELIVERY/TASK ORDER LEVEL

(g) All deliveries to the Receiving Officer, **TBD AT DELIVERY/TASK ORDER LEVEL** shall be made Monday through Friday from **TBD AT DELIVERY/TASK ORDER LEVEL** to **TBD AT DELIVERY/TASK ORDER LEVEL**, local time. Deliveries will not be accepted after **TBD AT THE DELIVERY/TASK ORDER LEVEL**. No deliveries will be accepted on federal government holidays.

(End of text)

G-242-W001 CONTRACT ADMINISTRATION FUNCTIONS (NAVSEA) (OCT 2018)

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:

(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO:

(1) All other functions of FAR 42.302(a) except (3), (40), (44), (45), (46), and (47).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 022 -- CLOSEOUT)

(3) The function of FAR 42.306(b)(6).

(End of text)

Section H - Special Contract Requirements

ORDERING PROCESS

A. General

One or more Delivery/Task Orders (hereby referred to as 'orders') may be issued during the period of performance of this contract. Depending on the requirements, orders may be issued on a term-type or completion basis. It is understood and agreed that the Government has no obligation to issue any orders except the minimum guarantee order as described in CLIN 0001. All orders in excess of the micro-purchase threshold to be awarded under this MAC will be competed in accordance with (IAW) FAR 16.505(b)(1)(i), Fair Opportunity, and DFARS 216.505-70, Orders Under Multiple Award Contracts, unless one of the exceptions to fair opportunity at FAR 16.505(b)(2)(i) applies. IAW FAR 16.505(b)(1) and DFARS 216.505-70, orders will be tailored to specific project requirements and awarded IAW the evaluation criteria established in the order solicitation.

B. Competitive Ordering Process.

(1) Pre-solicitation and solicitation. All IDIQ holders for the Functional Area(s) will receive notification of the solicitation electronically via email. All orders will incorporate all terms and conditions of the IDIQ contract unless otherwise specified in the proposed order.

- a. The due date shall be set forth in each order solicitation.
- b. For each order solicitation for which the contractor chooses to submit a proposal, before the closing date and time specified in the order solicitation, the contractor and its subcontractors shall sign the proposal and submit it electronically to the point-of-contact as specified in the order solicitation.
- c. The Government may solicit multiple Functional Areas in a single order. Only Offerors with a contract for a specific Functional Area(s) may compete for orders for those Functional Area(s). Offerors must be eligible to compete in all Functional Area(s) designated in the order solicitation to be considered for award. Proposals received from MAC awardees not eligible to participate in any of the Functional Area(s) identified in the order solicitation will not be considered.

(2) Evaluation. The Government will evaluate responses against selection criteria contained in the order solicitation. The relative importance of selection criteria will be included in each order solicitation.

At a minimum, evaluation criteria will include:

- a. Price/Cost: For Cost Plus Fixed Fee (CPFF) Orders, the Offeror shall include a detailed cost proposal addressing all elements of cost and the applicable fixed fee. For Firm Fixed Price (FFP) Orders, only the firm fixed price needs to be submitted, unless otherwise specified in the order solicitation.

For CPFF Orders:

- i. The contractor shall not propose a fee rate exceeding the fee in the basic contract, which is as follows:
 - a. FEE %: TBD AT AWARD**
- ii. The fee rate per hour will be established at the order level for term-type requirements.

In addition to Price/Cost, evaluation criteria at the order level solicitation may include:

- a. Technical criteria.

- b. Organizational Conflict of Interest (OCI) information and mitigation plan, if applicable.
- c. Past Performance information. The Contracting Officer will consider the contractor's performance (quality of deliverables, cost control, etc.) on previous contracts and orders.
- d. Small Business Participation objectives, which will be identified in each order solicitation.
- e. Security requirements if applicable. The contract requirement is for a facility clearance at the Secret level and Secret level of safeguarding for classified information/material required at contractor facility, as identified in the DD 254. However, the Government reserves the right to issue Top Secret (TS) orders under this MAC. If such an order is issued, an order DD 254 will be included in the order solicitation.
- f. Plan for Obtaining Personnel Clearances, if applicable.
- g. Software Development Plan (SDP), if applicable.

Additional evaluation information:

- a. The Contracting Officer may consider other factors such as, but not limited to; personnel, management approach, software development plan, technical approach, facilities, etc. Evaluation factors may vary from order to order and will be identified within each order solicitation.
- b. The Contracting Officer may use any combination of written proposals and oral presentations appropriate for the particular order.
- c. For each individual order requiring data deliverables, the contractor shall identify and receive written approval from the Contracting Officer prior to committing to the use of any privately developed items, components, processes, computer software, and/or technical data which they:
 - i. intend to deliver with Limited Rights
 - ii. intend to deliver with Restricted Rights
 - iii. have not yet determined if such rights should apply.

(3) Order Execution/Award:

- a. Upon completion of evaluations, the Contracting Officer will issue a Delivery/Task Order to the awardee whose proposal is most advantageous to the Government under the selection criteria set forth in the order solicitation. The Government reserves the right to award one, more than one, or no orders following completion of evaluations. The Contracting Officer will notify the IDIQ holders of the selection decision. Orders will be issued electronically via email.
- b. The contractor shall perform services and/or deliver supplies under this contract at such times as ordered by the Contracting Officer of the Naval Undersea Warfare Center Division, Newport (NUWC DIVNPT) or Naval Undersea Warfare Center Division, Keyport (NUWC DIVKPT). All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. An order shall be "issued" for purposes of this contract at the time the Government electronically transmits the order to the contractor.
- c. Order Form and Content. Orders will be issued on a DD Form 1155 and shall include at least the following:
 - (1) Date of order.

- (2) Contract and order number in accordance with DFARS 204.7004 and DFARS PGI 204.1603.
- (3) Refer to the appropriate line item or line items under Section B of the IDIQ contract.
- (4) The estimated Cost, the Fixed Fee and the Cost Plus Fixed Fee (CPFF) amount or the Ceiling Price, as applicable for CPFF orders and the Firm Fixed Price (FFP) for FFP orders.
- (5) Government POC who will perform inspection and acceptance.
- (6) Description of the services to be performed, including the period of performance, delivery dates, and a description of any end items to be delivered.
- (7) For term orders, the level of effort including the estimated number of hours for each applicable labor category required to perform the order.
- (8) For completion orders, the estimated number of hours to complete the tasking.
- (9) Exact place of pickup or delivery.
- (10) The inspecting and accepting codes (as applicable).
- (11) Appropriation and accounting data.
- (12) List of Government Furnished Property and the estimated value thereof, if applicable.
- (13) DD Form 1423, Contract Data Requirements List for any data requirements.
- (14) DD Form 254 (Contract Security Classification Specification), if a higher classification than the basic contract DD 254.
- (15) Any pertinent information.

Note: A COR will be appointed to the basic contract at the time an order is awarded. The COR will be responsible for the COR duties for each order awarded under the basic contract, unless otherwise specified in the order.

- d. Term or Completion Orders. Cost reimbursement orders may be issued on either a Term or Completion basis as described in FAR 16.306. Fixed Fee for each order shall be established by dividing the estimated number of man-hours for the order by the maximum order hours and multiplying the resulting number by the total fixed fee of the order. Fixed Fee shall be paid in accordance with the applicable 'Payment of Fixed Fee' clause.
- e. Cautionary Note. Nothing stated in an order, in a quote, or in discussions thereto, can modify the basic contract terms or regulations governing this contract. Orders are not advance agreements under FAR 31.109; costs incurred remain subject to the same standards of allowability regardless of whether they were used as a basis for projecting order pricing.
- f. Competition Advocate.

The NUWCDIVNPT Competition Advocate is available to the Contractor to assist in the resolution of complaints arising under the issuance of any order under this contract. Utilization of the Competition Advocate process is optional. In the case of orders valued in excess of \$25 million, the Contractor may either go to the Competition Advocate or GAO, but not both. In accordance with FAR 16.505(a)(10)(i)(A-B), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order valued at \$25 million or less under this contract, including order Contracting Officer decisions

regarding fair opportunity, except for a protest on the grounds that an order increases the scope, or maximum value of this contract.

If a Contractor elects to utilize the Competition Advocate process, the Contractor is instructed to first contact the Contract Specialist and Contracting Officer for issue resolution. If the issue is not able to be resolved, the issue shall then be elevated to the Competition Advocate. The Competition Advocate is identified in Clause G-242-H001. The Government reserves the unilateral right to change the Competition Advocate at any time. The contractor will be notified of any such changes.

The contractor authorizes the Competition Advocate to disclose to other parties or to non-parties any information submitted to the Competition Advocate that, in the judgment of the Competition Advocate, must be disclosed within Government channels to the extent deemed necessary by the Competition Advocate to facilitate understanding of the issue or issues. The Contractor also authorizes the Competition Advocate to disclose to other parties or to non-parties any information submitted to the Competition Advocate that, in the judgment of the Competition Advocate, must be disclosed to prevent or investigate fraud, waste, abuse, criminal activity or imminent physical harm.

In accordance with FAR 16.505(a)(10)(i)(B), protests of orders valued in excess of \$25 million may only be filed in accordance with the procedures at FAR 33.104. Any contact with the Competition Advocate does not extend any of the timeliness for filing a protest with the GAO.

- g. Ordering Authority and Tracking. Orders under this contract will be issued from the Naval Undersea Warfare Center Division, Newport (NUWCDIVNPT) and Naval Undersea Warfare Center Division, Keyport (NUWCDIVKPT) contracting offices from contract award through the end of the ordering periods specified in Section F. The contractor is not authorized to begin task order performance until issuance of a task order.

CLAUSES INCORPORATED BY FULL TEXT

H-209-H003 REQUIRED DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (NOV 2022)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, at the time of execution of this contract the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

- (d) Notwithstanding paragraph (c) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (e) If the Contractor fails to take action required by this requirement, or required by the Contracting Officer upon receipt of the Contractor's disclosure required by paragraph (c), the Government may terminate this contract for default.
- (f) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (g) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities, those of its subcontractors, those of one of its prime contractors (to which the contractor is a subcontractor), or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (h) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (i) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (j) Compliance with this requirement is a material requirement of this contract.

(End of text)

H-209-H004 RESTRICTIONS RESULTING FROM POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (NOV 2022)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment or services that are the subject of any work under this contract shall be limited in accordance with FAR 9.5.
- (c) The Contractor agrees that to prevent the existence of conflicting roles and unfair competitive advantage, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate, subcontractor, consultant, or employee of the Contractor, any joint venture, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract, unless an exception under FAR 9.505 exists. This exclusion also does not apply to any work covered by FAR 9.505-2 (a)(3) or (b)(3) or recompetition for those systems, components or services furnished pursuant to this contract.

(d) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(f) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(g) Compliance with this requirement is a material requirement of this contract.

(End of text)

H-216-H002 LEVEL OF EFFORT--ALTERNATE I (NAVSEA) (NOV 2022)

(a) The total level of effort for the performance of this contract is specified in Section B and includes prime and subcontractor direct labor (for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort).

(b) Of the total man-hours of direct labor set forth in Section B, it is estimated that **(OFFEROR TO FILL IN)** man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified in Section B shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The average expenditure rate of hours for level of effort task orders will be determined at the task order level. It is understood and agreed that the rate of man-hours per week may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraphs.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified in Section B would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required; the probable benefits which would result; an offer to undertake the acceleration at no increase in the estimated cost or fee; and an offer for the additional man-hours to cover the remainder of the term to include a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term. The offer shall acknowledge that the additional man-hours proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting

Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of a signed contract modification by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in Section B would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, determined adequate by the Administrative Contracting Officer, which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the Defense Contract Audit Agency office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period that separately identifies compensated and uncompensated hours; (2) a breakdown of this compensated total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Additionally, in the case of a cost underrun the Contractor shall submit the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the Limitation of Funds or Limitation of Cost clauses, as applicable, the period of performance may be extended at the discretion of the Contracting Officer, and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in Section B. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of text)

NOTE: APPLICABILITY DETERMINED AT DELIVERY/TASK ORDER LEVEL

H-223-N001 INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL (NAVSEA) (JAN 2019)

Per 29 CFR 1910.1200, Hazard Communication, you, as a contractor employer with employees working at a

Government facility, are hereby informed of the hazardous materials used at the Government facility which your employees may be exposed to while working here and also to suggest appropriate protective measures. Your own responsibilities as an employer, if any, are given in 29 CFR 1910.1200.

1. Hazardous materials your employees may be exposed to. Hazardous materials are materials which are cancer causing agents, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, liver toxins, kidney toxins, agents which act on the blood forming system, and agents which damage the lungs, skins, eyes or mucous membranes. There are many potentially hazardous chemicals present at the Government facility which, unless controlled properly, could present a safety and health problem. The presence of many potentially hazardous materials may be apparent from the manufacturer's warning label on the hazardous material containers. The presence of many potentially hazardous materials may also be apparent due to their physical characteristics, such as the visual appearance of abrasive blasting dust or the distinctive smell of many solvents. These hazardous materials range in type and quantity. Typical hazardous materials include, but are not limited to:

- a. Metals, e.g., mercury, lead, chromium
- b. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds
- c. Corrosives, e.g., acids, alkalis
- d. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
- e. Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats
- f. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels
- g. Particulates, e.g., asbestos fiberglass, dust, fumes, mist

Depending on the material involved, materials such as these can present physical hazards and or health hazards.

2. Labeling of Hazardous Material. Containers of potentially hazardous chemicals bear manufacturer's labeling, which identifies the chemical and its manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National Protection Association (NFPA) 704 label. This label uses a system of color coded symbols and numbers to convey the potential hazard of the material. The contractor should obtain information from NFPA concerning the interpretation of the 704 label.

3. Material Safety Data Sheets (MSDS). The Safety Office maintains copies of manufacturers' MSDS for potentially hazardous chemicals/materials that are known to be present in the Government facility. The contractor may, upon request to the Safety Office, review MSDS for any specific materials to which contractor employees may be exposed while performing work in the Government facility. This information may be reviewed in the Safety Office.

4. Appropriate Protective Measures. Exposure to potentially hazardous material may occur from inhalation, ingestion or skin contact with the material; therefore, the following precautions should be taken:

- a. Obey signs, directions and warning labels;
- b. Do not use unknown or labeled materials;
- c. Only operate equipment that you are authorized to operate, familiar with, and qualified to operate;
- d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to hazardous material, contact the Safety Office.

5. The Safety Office points of contact are as follows: *(insert applicable name and code)*.

(End of text)

H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (FEB 2023)

(a) Definitions:

(1) All definitions, with the exception of Commercial Service Provider, are found in OPNAVINST 3960.16 (series).

(2) Commercial Service Providers. Suppliers of tools, instruments, fixtures, test, measurement, and diagnostic equipment, including original equipment manufacturers, who may calibrate their own products but are not engaged in calibration as a major line of business, and other commercial laboratories that provide either calibration services in support of Navy contracts, or low volume, model specific, or unique parameter calibration services.

(b) The accuracy of Navy and Contractor calibrated equipment used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required to ensure that all calibrated equipment used for quantitative or qualitative measurements required for the research, design, test, production, and maintenance of NAVSEA systems will be maintained and calibrated in accordance with references OPNAVINST 3960.16 and NAVSEAINST 4734.1. Calibration sources shall be accredited by a U.S. based, Navy approved accreditation body to U.S. national standards:

(1) ANSI/NCSL Z540.3, Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006; or

(2) ISO/IEC 17025:2017, General Requirements for the Competence of Testing and Calibration Laboratories (3rd Edition), dated 29 Nov 2017; or

(3) Certified by the U.S. Navy to NAVSEA 04-4734, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual.

(c) ISO/IEC 17025:2017 and ANSI/NCSL Z540.3 accreditations must be performed by a U.S. based accreditation body. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ANSI/NCSL Z540.3 or ISO/IEC 17025:2017 must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope and that each calibration measurement met or exceeded a 4:1 Test Uncertainty Ratio (TUR).

(d) Certification to Navy standard NAVSEA 04-4734, is acceptable in place of ANSI/NCSL Z540.3 and ISO/IEC 17025:2017 accreditations. For activities certified to NAVSEA 04-4734, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA scope of certification, and calibration event records shall be provided to the Government upon request. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect Test, Measurement and Diagnostic Equipment (TMDE) end of period reliability greater than 85%. TMDE reliability data shall be provided upon request. TURs shall be greater than or equal to 4:1, or ensure a Probability of False Acceptance (PFA) of 2% or less and a Probability of False Rejections (PFR) of 15% or less. Measurement traceability, including TUR, PFA, and PFR shall be documented in accordance to MIL-STD-1839. Calibration procedures, methods, and measurement traceability used by the Contractor shall be provided to the Government upon request.

(e) All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor executes, subcontracts or outsources the initial or reoccurring calibration of calibrated equipment, the respective calibration laboratory, and all of their employees who perform calibration or supply calibrated equipment, shall be certified or accredited to the requirements of paragraphs (b), (c), and (d).

(f) Contractors electing certification to NAVSEA 04-4734 will contact the Contracting Officer's Representative (COR) or Technical Point of Contact (TPOC) within 60 days of contract award, who will then contact the NAVSEA09MM METCAL Technical Warrant Holder (TWH), at NAVSEA_METCAL_INSERVICE@us.navy.mil, to begin the Navy certification process.

(End of Text)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.216-22	Indefinite Quantity	OCT 1995
52.216-32	Task-Order and Delivery-Order Ombudsman	SEP 2019
52.219-3	Notice of HUBZone Set-Aside or Sole-Source Award	OCT 2022
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020

52.219-7	Notice of Partial Small Business Set-Aside	NOV 2020
52.219-8 (Dev)	Utilization of Small Business Concerns (Deviation 2023-O0002)	DEC 2022
52.219-9	Small Business Subcontracting Plan	OCT 2022
52.219-13	Notice of Set-Aside of Orders	MAR 2020
52.219-13 Alt I	Notice of Set-Aside of Orders (MAR 2020) Alternate I	MAR 2020
52.219-14	Limitations On Subcontracting	OCT 2022
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	OCT 2022
52.219-28	Post-Award Small Business Program Rerepresentation	MAR 2023
52.219-29	Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns	OCT 2022
52.219-30	Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program	OCT 2022
52.219-31	Notice of Small Business Reserve	MAR 2020
52.219-33	Nonmanufacturer Rule	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	DEC 2022
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.227-1 Alt I	Authorization And Consent (JUN 2020) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-3	Patent Indemnity	APR 1984
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.230-2	Cost Accounting Standards	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
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	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	DEC 2022
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	MAR 2023
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	JAN 2023
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7006	Billing Instructions	OCT 2005
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023

252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7003	Requirement for Submission of Data Other Than Certified Cost or Pricing Data--Canadian Commercial Corporation.	JUL 2012
252.215-7006	Use of Employees or Individual Subcontractors Who Are Members of the Selected Reserve	OCT 2008
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders	DEC 2022
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.219-7004	Small Business Subcontracting Plan (Test Program)	DEC 2022
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7013	Duty-Free Entry--Basic	DEC 2022
252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales	APR 2003
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7036	Buy American--Free Trade Agreements--Balance of Payments Program--Basic	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data--Other Than Commercial Products and Commercial Services	JAN 2023
252.227-7016	Rights in Bid or Proposal Information	JAN 2023
252.227-7019	Validation of Asserted Restrictions--Computer Software	JAN 2023
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JAN 2023
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2023
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.244-7001	Contractor Purchasing System Administration	MAY 2014

252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7003	Notification of Potential Safety Issues	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 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 **date of award** through **sixty (60) months thereafter**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) 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)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00** 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 **\$25M**;
 - (2) Any order for a combination of items in excess of **\$50M** or

(3) A series of orders from the same ordering office within **ten (10)** 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 **seven (7)** 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)

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **TBD AT DELIVERY/TASK ORDER LEVEL**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

NOTE: APPLICABILITY DETERMINED AT DELIVERY/TASK ORDER LEVEL

52.217-9 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 within **TBD AT DELIVERY/TASK ORDER LEVEL**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **TBD AT DELIVERY/TASK ORDER LEVEL** 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 **TBD AT DELIVERY/TASK ORDER LEVEL**

(End of clause)

NOTE: APPLICABILITY DETERMINED AT DELIVERY/TASK ORDER LEVEL

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.244-2 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:

SUBCONTRACTOR(S) WILL BE DETERMINED AT THE DELIVERY/TASK ORDER LEVEL

(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 (c), (d), or (e) 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:

SUBCONTRACTOR(S) TO BE DETERMINED AT DELIVERY/TASK ORDER LEVEL

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/far/>

(End of clause)

52.252-6 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)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

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

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

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

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

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

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

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

Government's unit acquisition cost means--

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

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

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

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

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

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

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

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

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

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

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

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

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

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

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

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

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

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

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

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

Contract line, subline, or exhibit line item No.	Item description
.....	

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

Contract line, subline, or exhibit line item No.	Item description
.....	

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

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

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

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

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

** Once per item.

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

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

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

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

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

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

252.227-7014 RIGHTS IN OTHER THAN COMMERCIAL COMPUTER SOFTWARE AND OTHER THAN COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JAN 2023)

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

(1) Commercial computer software means software developed or regularly used for nongovernmental purposes which--

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) Computer database means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) Computer program means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) Covered Government support contractor means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct

competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) Developed means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(10) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) Minor modification means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) Other than commercial computer software means software that does not qualify as commercial computer software under the definition of "commercial computer software" of this clause.

(15) Restricted rights apply only to other than commercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi), and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) Unlimited rights means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, worldwide, nonexclusive, irrevocable license rights in other than commercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in other than commercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in other than commercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All other than commercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that--

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in the definition of "restricted rights" of this clause or lesser rights in computer software documentation than are enumerated in the definition of "limited rights" of the Rights in Technical Data--Other Than Commercial Products and Commercial Services clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously

obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

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

Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
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* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

** Indicate whether development was exclusively or partially at private expense. If development was not a private expense, enter the specific reason for asserting that the Government's rights should be restricted.

*** Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

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

Date

Printed Name and Title

Signature

End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. (Insert contract number), License No. (Insert license identifier). Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation.

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) Whenever any other than commercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this

same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data	21	19-APR-2023
Attachment 1	Requirements List		
	DD Form 254 - Security	6	18-APR-2023
	Classification		
	Specification		
Attachment 2	Performance	7	
	Requirements Summary		
	Table		
Attachment 3	Functional Area vs.	1	25-APR-2023
	Requirements Matrix		

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
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
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2020
252.234-7003	Notice of Cost and Software Data Reporting System--Basic	NOV 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332994.

(2) The small business size standard is 1,000 employees.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

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

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

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

X (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered 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" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-- Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [____] will, [____] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [____] does, [____] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

(2) (☐) Outside the United States.

(End of provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS--NOTICE AND REPRESENTATION (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means--

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if--

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

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

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

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

(☐) yes(☐) no

(End of Provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2023)

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

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

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

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

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or

suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

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

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(End of provision)

K-227-W001 INSTRUCTIONS FOR OBTAINING EXPORT-CONTROLLED TECHNICAL DATA (NAVSEA)
(MAY 2022)

(a) An offeror may not receive export-controlled technical data, which is specified in this solicitation, unless the offeror is a qualified U.S. contractor as defined in paragraph (b). See paragraph (c) and (d) for instructions on becoming a qualified U.S. contractor. Questions about this program or DD Form 2345 should be addressed to U.S./Canada Joint Certification Office, Defense Logistics Information Services (DLIS), Federal Center, 74 Washington Avenue North, Battle Creek, MI 49017-3084; or telephone (877) 352-2255; or email jcp-admin@dla.mil.

(b) By Department of Defense (DOD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, ☐ certifies ☐ does not certify, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

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

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

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

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

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

(c) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to U.S./Canada Joint Certification Office, Defense Logistics Information Services, Federal Center, 74 Washington Avenue, North, Battle Creek, MI 49017-3084.

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

(End of text)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS

1.0 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

General Notes:

Note 1: **This solicitation will close on 12 July 2023. See submission requirements in Section 1.2 below. As there is no cost proposal submission at the basic contract level, and minimal technical submissions, the Government anticipates meeting this timeline.**

Note 2: Naval Undersea Warfare Center Division, Newport, RI (NUWCDIVNPT) intends to award Indefinite-Delivery Indefinite-Quantity (IDIQ) Multiple Award Contract (s) (MACs) to provide supplies and services as described in Section 4.0 of the Statement of Work. The resultant contract(s) will contain provisions for task and delivery orders to be awarded on a Firm-Fixed-Price (FFP) and/or Cost-Plus-Fixed-Fee (CPFF) basis. The MACs shall have an ordering period from date of contract award through sixty (60) months after date of award.

Note 3: The procurement for the planned MAC(s) will be executed under full and open competition provisions through the use of competitive proposals as required by 10 U.S.C. 3201. After planned MAC award, all subsequent delivery and task orders will be competed among qualified contractors that have been awarded the Functional Area (or areas) applicable to each requirement in accordance with FAR 16.505, unless one of the exceptions to Fair Opportunity at FAR 16.505(b)(2)(i) applies. The Government may elect to restrict competition for orders, either totally or in part, to Small Businesses or other available Small Business Administration (SBA) small business designations (i.e., 8(a), HubZone, Service Disabled Veteran Owned Small Business (SDVOSB), Economically Disadvantaged Women-Owned Small Business (EDWOSB). The order solicitation will notify Offerors if the order will be solicited on a restricted or an unrestricted basis.

Note 4: The Product Service Codes (PSC) applicable to this requirement are 1045 - Launchers, Torpedo, and Depth Charge and AC13 – National Defense Research & Development – Military; Experimental Development

Note 5: Only one contract will be awarded per successful Offeror inclusive of all divisions, subsidiaries, and affiliates under common control.

Note 6: Offerors may propose one or more of the Functional Areas identified in Section 2.2 of the Statement of Work. Awarded contracts will cite the Functional Areas for which the Offeror is eligible to propose on at the order level. Offerors that do not propose in a certain Functional Area, or are not awarded a Functional Area proposed to, will not be able to propose for any orders in that Functional Area. Note: This restriction does not apply to subcontractors.

Note 7: The cumulative total of all orders issued under the IDIQ MAC among all MAC holders will not exceed the total contract amount of \$245,932,500. The level of effort (LOE) services portion (CLIN 0005) is estimated at 119,137 hours. The maximum dollar ceiling of the IDIQ MAC is \$245,932,500 and will not be exceeded. The Government reserves the right to shift ceiling during MAC ordering period, so dollar values per CLIN may vary from those initially awarded.

Note 8: The Government's best estimate of costs is set forth below. The Government does not guarantee either the amount for each CLIN or the total estimated amount:

<u>MINIMUM GUARANTEE</u>			
<u>CLIN</u>	<u>Type</u>	<u>Description</u>	<u>Amount</u>
<u>0001</u>	<u>FFP</u>	<u>Post Award Conference</u>	<u>\$2,500</u>

<u>ORDERING PERIOD (Years 1 – 5)</u>			
CLIN	Type	Description	Amount (USD)
0002	CPFF	Supplies	\$110,668,500
0003	FFP	Supplies	\$27,052,300
0004	CPFF	Services (Completion)	\$56,563,900
0005	CPFF	Services (LOE) [119,137 hours (est.)]	\$19,674,400
0006	FFP	Services (FFP)	\$14,755,800
0007	FFP	Data Rights - TDP	\$12,296,500
0008	Cost Reimbursement	Other Direct Costs (ODCs)	\$4,918,600
0009	FFP	Data - Exhibit A – CDRLs	*NSP
TOTAL			\$245,932,500

*NSP – Not Separately Priced

Note 9: Guaranteed Contract Amount: The Government’s minimum obligation will be satisfied with an initial \$2,500 Firm Fixed Price Order to attend a Post Award Conference (CLIN 0001).

Note 10: Refer to provision L-219-H001 ‘Submission of Small Business Subcontracting Plan (NAVSEA) (JAN 2021)’ in the RFP for the subcontracting plan requirement.

Note 11: The Government anticipates to implement on-ramp procedures at the discretion of the Government, to provide the opportunity for additional contractors to propose and be awarded a contract and/or provide the opportunity for existing awardees to propose additional Functional Areas

Note 12: This requirement is a follow-on to Multiple Award Contracts (MAC) N66604-20-D-E001 through N66604-20-D-E017. The awardees included the following:

- Barber-Nichols Inc., Arvada, Colorado (N66604-20-D-E001)
- Booz Allen Hamilton, McLean, Virginia (N66604-20-D-E002)
- L3 Technologies Inc., Northampton, Massachusetts (N66604-20-D-E003)
- Leidos Inc., Reston, Virginia (N66604-20-D-E004)
- Leonardo DRS Inc., Melbourne, Florida (N66604-20-D-E005)
- Lockheed Martin Sippican Inc., Marion, Massachusetts (N66604-20-D-E006)
- MIKEL Inc., Middletown, Rhode Island (N66604-20-D-E007)
- Northrop Grumman Systems Corp., Annapolis, Maryland (N66604-20-D-E008)
- Progeny Systems Corp., Manassas, Virginia (N66604-20-D-E009)
- Foster-Miller Inc., doing business as QinetiQ-NA, Waltham, Massachusetts (N66604-20-D-E010)
- Raytheon Co., Keyport, Washington (N66604-20-D-E011)
- Rite-Solutions Inc., Pawcatuck, Connecticut (N66604-20-D-E012)
- Science Applications International Corp., Reston, Virginia (N66604-20-D-E013)
- Systems Engineering Associates Corp., Middletown, Rhode Island (N66604-20-D-E014)
- Sechan Electronics Inc., Lititz, Pennsylvania (N66604-20-D-E015)
- Sonalysts Inc., Waterford, Connecticut (N66604-20-D-E016)
- Systems Planning and Analysis Inc., Alexandria, Virginia (N66604-20-D-E017).

1.1 General Information

All questions concerning this procurement, either technical or contractual, must be submitted via email at least seven (7) calendar days prior to the closing date of the solicitation. Questions will be answered via a Comment Resolution Matrix (CRM) posted on sam.gov. All inquiries shall reference the applicable solicitation and/or specification page and paragraph number. No direct discussion between the technical representative and prospective offeror will be conducted. Questions and proposals shall be submitted via email to the following points of contact:

Primary Points Of Contact:

Name: Jeff Champlin, Contract Specialist

Email: jeffrey.j.champlin.civ@us.navy.mil

and

Name: Erin Montanari, Contract Specialist

Email: erin.l.montanari.civ@us.navy.mil

NOTE: SEND ALL CORRESPONDENCE TO BOTH PRIMARY POINTS OF CONTACT

Alternate Point of Contact:

Name: Juli Chytka, Contracting Officer

Email: juli.chytka2.civ@us.navy.mil

1.2 Submission Requirements

(a) Each offeror shall submit its entire proposal electronically. The Government will evaluate each offeror's understanding of the Government's requirements and ability to perform the work on the basis of its proposal. Offerors shall provide information and documentation in detail to clearly identify its overall qualifications.

(b) Proposals shall be submitted electronically via email to Jeff Champlin at jeffrey.j.champlin.civ@us.navy.mil, Erin Montanari at erin.l.montanari.civ@us.navy.mil, and Juli Chytka at juli.chytka2.civ@us.navy.mil. Offerors shall comply with the detailed instructions for format and content of proposals. Proposals that do not comply may be considered unacceptable and may render the Offeror ineligible for award. Generally, Government file size restrictions are limited to 10MB per email. Offerors may submit multiple emails with various attachments if the file size is exceeded. However, page count limitations identified in 1.3 (*Table 1: Proposal Format Page Limitations*) below shall be strictly adhered to across multiple attachments associated with the same section.

(c) Proposals shall be marked with 'CUI Source Selection Information - See FAR 2.101 and 3.104' at the top and bottom of each page submitted. The first page of each document submitted shall contain the below 5 line Designation Indicator with "XXXX" replaced with Offeror's entity name.

Controlled By: Vendor XXXX.

Controlled By: Vendor XXXX.

CUI Category: PROPIN, PROCURE, SSEL

Limited Dissemination Control: DL ONLY, Distribution to C02 FED, 00L FED, SSEB Team FED, and Vendor XXXX.

POC: Vendor XXXX.

(d) It is the Offeror's responsibility to submit its proposal by the closing date and time identified in the solicitation.

1.3 Proposal Format

(a) The proposal shall be submitted in the English language. The narrative material in the proposal shall be prepared in no smaller than 10 point font, single-spaced with no less than a one inch margin on all sides. In the event photo reduction is used for tables, charts, and drawings, their presentation must be clear and legible. Every

section, figure, and table shall be numbered to correspond with the Table 1 format. Pages in excess of the page count limitation will be removed prior to the evaluation. No pictures or hyperlinks are allowed. Adobe .pdf or Microsoft Office compatible files are required. Offerors are required to submit their proposals in separate volumes as follows, and shall adhere to the page limit identified for each section.

Table 1: Proposal Format Page Limitations

Volume	Volume Title	Section	Section Title	Maximum Number of Pages
I	ADMINISTRATIVE	1.0		
		1.1	Cover Letter	Two (2) pages
		1.2	Fill-In Information for Provisions/Clauses	No page limit
		1.3	Small Business Subcontracting Plan (see provision L-219-H001)	No page limit
II	PASS/FAIL REQUIREMENTS	2.0		See below limits
		2.1	Facility Clearance and Safeguarding Capability (IAW DD Form 254)	No page limit
III	Factor 1 - HYPOTHETICAL TASKS	3.1		See below page limits
		3.1.1.	Hypothetical Task for Payloads	2 (two) pages
		3.1.2.	Hypothetical Task for Hull and Structure	2 (two) pages
		3.1.3.	Hypothetical Task for Propulsion	2 (two) pages
		3.1.4	Hypothetical Task for Energy Storage/Conversion	2 (two) pages
		3.1.5	Hypothetical Task for Electrical Power	2 (two) pages
		3.1.6	Hypothetical Task for Software	2 (two) pages
		3.1.7	Hypothetical Task for Non-Payload Sensors	2 (two) pages
		3.1.8	Hypothetical Task for Guidance and Control System	2 (two) pages
		3.1.9	Hypothetical Task for Launch Platform Interface and Shipboard Systems	2 (two) pages
		3.1.10	Hypothetical Task for Ancillary and Test Equipment	2 (two) pages
		3.1.11	Hypothetical Task for Modeling and Simulation	2 (two) pages
		3.1.12	Hypothetical Task for Data Analytics	2 (two) pages
IV	Factor 2 - PAST PERFORMANCE	3.2		See below page limits
		3.2.1	Past Performance for Payloads	1 (one) page
		3.2.2	Past Performance for Hull and Structure	1 (one) page
		3.2.3	Past Performance for Propulsion	1 (one) page
		3.2.4	Past Performance for Energy Storage/Conversion	1 (one) page

		3.2.5	Past Performance for Electrical Power	1 (one) page
		3.2.6	Past Performance for Software	1 (one) page
		3.2.7	Past Performance for Non-Payload Sensors	1 (one) page
		3.2.8	Past Performance for Guidance and Control	1 (one) page
		3.2.9	Past Performance for Launch Platform Interface and Shipboard Systems	1 (one) page
		3.2.10	Past Performance for Ancillary and Test Equipment	1 (one) page
		3.2.11	Past Performance for Modeling and Simulation	1 (one) page
		3.2.12	Past Performance for Data Analytics	1 (one) page
V	Factor 3 – COST/PRICE (FEE ONLY)	4.0	Fee Percentage Fill-In	1 (one) page

Important: Offerors shall not include classified material in the volumes.

(b) Offerors shall provide a cover letter with the following information:

- (1) Solicitation number;
- (2) The name, address, email address, telephone numbers, Cage Code, and Unique Entity Identifier (UEI) of the Offeror;
- (3) A statement specifying unconditional acceptance of all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item.
- (4) A statement that the proposal is valid through 240 calendar days from the date specified for receipt of proposals;
- (5) Names, titles, telephone numbers, and e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;
- (6) DCAA and DCMA office points of contact, including branch location, DODAAC, contact name, telephone number, and email address;
- (7) Name, title, and signature of a person authorized to sign the proposal;
- (8) Identify all enclosures being transmitted as part of its proposal; and,
- (9) A list including each Functional Area the Offeror is proposing on.

(c) Offerors shall provide fill-in information for all clauses/provisions that require it.

2.0 PASS/FAIL REQUIREMENTS

The Offeror shall submit the following information with its proposal which will be evaluated as a pass or fail in relation to the solicitation requirements:

2.1 Facility and Safeguarding Clearances: Performance under this contract requires the Offeror to possess a Facility Security Clearance and safeguarding capabilities as specified in the DD Form 254 attached to this solicitation, at the time of proposal submission. As such, the Offeror shall provide CAGE codes and addresses for all locations where work will be performed that require classified facilities and safeguarding capabilities as defined in the DD Form 254 and associated references.

NOTE: Award will NOT be made to any Offeror that does not possess a facility and safeguarding clearance issued by the Defense Security Service at the time of proposal submission, at the level specified in the DD Form 254. The Government is not obligated to delay award of this contract or any task order under this contract pending security clearance of any Offeror.

3.0 NON-COST/PRICE FACTORS

Offerors shall provide information by addressing each factor in the format and sequence identified in the solicitation. The Offeror must provide information in sufficient detail to allow the Government to make an evaluation of the Offeror's ability to perform the work described in the solicitation. The proposal shall be detailed and clearly stated to allow an assessment by the Government without the need for additional clarifications. All information and data provided shall be specific to this solicitation except for the area of Past Performance. Proposals that do not contain the information required in the solicitation risk being determined unacceptable by the Government.

There are twelve (12) Functional Areas in the Statement of Work (SOW). Offerors may propose on one or more of the Functional Areas identified in the SOW. For each Functional Area proposed to, Offerors shall address each Functional Area individually, with no cross-referencing between Functional Areas. Offerors shall only provide responses to Hypothetical Tasks and Past Performance references for Functional Areas to which they are proposing. The Functional Areas are:

1. Payloads
2. Hull and Structure
3. Propulsion
4. Energy Storage and Conversion
5. Electrical Power
6. Software
7. Non-Payload Sensors
8. Guidance and Control System
9. Launch Platform Interface and Shipboard Systems
10. Ancillary and Test Equipment
11. Modeling and Simulation
12. Data Analytics

3.1 Factor 1: HYPOTHETICAL TASKS

For each Functional Area being proposed, the Offeror shall provide a detailed response for the corresponding Hypothetical Task described below that demonstrates the Offeror understands the tasking and the issues involved in completing the tasking. Each response shall also include a list of additional assumptions not otherwise specified for each Hypothetical Task response. The Government will not provide requirements or specifications beyond those provided in the hypothetical tasking.

Offerors shall provide a description of the proposed facility(s) (to include tank test facilities, ranges, etc.) to be used in completion of the work under each Hypothetical Task response. The Offeror shall address all aspects of the Hypothetical Task that require use of the facilities. Offerors are not required to address facilities used for any

administrative or clerical work performed under the contract. Offerors should assume that Government facilities are not available.

For each Hypothetical Task response, the Offeror shall describe the labor categories required to generate the product described in the task. A labor matrix is not required. Labor Categories cited must be titles listed at the NUWC Division Newport Contracts Website <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/Partnerships/CommercialContracts/LaborCategories.aspx>. For Labor Categories that provide for various Levels (I, II, III, IV), select the Level that matches the proposed individual - compliance need not be exact. Labor Category selection is for the purpose of later eCRAFT reporting.

Note for the Labor Categories subject to the Service Contract Labor Standards (SCLS) (formerly Service Contract Act (SCA)) Labor Categories Only: offerors may propose a SCLS labor category listed in the SCLS Directory of Occupations (<https://www.dol.gov/whd/govcontracts/sca.thm>) even if the SCLS labor category is not listed at the NUWC Division Newport Contracts Website. The offeror shall include an explanation of the appropriateness of any proposed SCLS labor category not listed at the NUWC Division Newport Contracts Website in accordance with the requirements above.

In addition, for each Hypothetical Task, the Offeror shall demonstrate an understanding and identification of potential risks as well as appropriate mitigation plans. Risks are future events or conditions that may have a negative effect on achieving program objectives for cost, schedule, and performance. Risks are characterized by their probability (likelihood) of an undesired event and the consequences (impact) of the undesired event.

3.1.1. HYPOTHETICAL TASK FOR PAYLOAD

The Offeror shall describe a concept for a new payload for an Unmanned Undersea Vehicle (UUV). The payload shall serve as a storage and deployment system for a buoy that is released from the UUV and rises to the surface of the water to broadcast a prerecorded message. Assume the buoy is already designed. Assume that the buoy is a 3" diameter sphere, does not need external power, does not need to be recovered, is not safety significant, and would be damaged if exposed to more than 200 psig. Describe any assumptions or derived requirements and how the concept meets those requirements. Describe how modeling and simulation will be used throughout the design and test process. Describe how and when safety will be integrated into the design and testing process. Describe the steps required for concept development (SOW 4.1), prototype design and fabrication (SOW 4.2), prototype test and evaluation (SOW 4.3), demonstration, experimentation, fielding and operation (SOW 4.4), logistics and maintenance (SOW 4.5.1), program protection assessment and monitoring (4.5.4), and transition to production (SOW 4.6).

3.1.2 HYPOTHETICAL TASK FOR HULL AND STRUCTURE

The Offeror shall describe a concept for a modification for a hull for a UUV. The current hull has the minimum safety factor (2x) for the required depth (1,000 ft). A new 2" diameter port through the hull is required to accommodate a charging port. Assume the port will require a cover to remain watertight at the required depth. Describe how the hull and structure will be modified to accommodate the sensor port, including any needed reinforcements or heat dissipation. Describe any assumptions or derived requirements and how the concept meets the requirements. Describe how modeling and simulation will be used throughout the design and testing process. Describe how and when safety will be integrated into the design and testing process. Describe the steps required for concept development (SOW 4.1), prototype design and fabrication (SOW 4.2), prototype test and evaluation (SOW 4.3), demonstration, experimentation, fielding and operation (SOW 4.4), logistics and maintenance (SOW 4.5.1), and transition to production (SOW 4.6).

3.1.3 HYPOTHETICAL TASK FOR PROPULSION

The Offeror shall describe a concept for a new propulsion system for a UUV. The propulsion system may be up to 25% slower in maximum speed capability than the existing UUV, but must operate at the same depth. The propulsion system must support a mission operating time with a minimum 150% longer duration. The length and

weight of the UUV may change, but the diameter may not change. Assume the current design of the UUV has a maximum speed of 6 knots, a diameter of 20 inches, and an endurance of 24 hours.

Describe any assumptions or derived requirements and how the concept meets the requirements. Describe how modeling and simulation will be used throughout the design and test process. Describe how and when safety will be integrated into the design and testing process. Describe the steps required for concept development (SOW 4.1), prototype design and fabrication (SOW 4.2), prototype test and evaluation (SOW 4.3), demonstration, experimentation, fielding and operation (SOW 4.4), logistics and maintenance (SOW 4.5.1), and transition to production (SOW 4.6).

3.1.4 HYPOTHETICAL TASK FOR ENERGY STORAGE AND CONVERSION

The Offeror shall describe a concept for a stored energy system to drive an electric propulsion system. The stored energy system shall be capable of being charged and/or discharged without separation from the system it powers. Explain how the concept will minimize charging time, and any consequences of fast charging. The stored energy system shall have no less than 6kW of power output available at 100VDC minimum for a minimum of 60 minutes. Describe any assumptions or derived requirements and how the concept meets the requirements. Describe how the volume and weight of the system would be calculated. Describe the waste heat management needed by the concept. Describe how modeling and simulation will be used throughout the design and test process. Describe how safety will be integrated into the design and testing process. Describe the steps required for concept development (SOW 4.1), prototype design and fabrication (SOW 4.2), prototype test and evaluation (SOW 4.3), demonstration, experimentation, fielding and operation (SOW 4.4), logistics and maintenance (SOW 4.5.1), and transition to production (SOW 4.6).

3.1.5 HYPOTHETICAL TASK FOR ELECTRICAL POWER

The Offeror shall describe a concept for an electrical power distribution system. The power system shall be compliant with MIL-STD-704 for 115V AC power. Describe the overall architecture of the system. Describe how the bus voltage will step down and be regulated for any internal components onboard the system. Assume rotary power is available, and define power generation and conversion efficiencies and its impacts to overall system power consumption. The concept shall identify any special mounting and isolation requirements. The concept shall identify how power generation and distribution will not adversely impact other systems and communication signals. Describe any assumptions or derived requirements and how the concept meets the requirements. Describe how modeling and simulation will be used throughout the design and test process. Describe how and when safety will be integrated into the design and testing process. Describe the steps required for concept development (SOW 4.1), prototype design and fabrication (SOW 4.2), prototype test and evaluation (SOW 4.3), demonstration, experimentation, fielding and operation (SOW 4.4), logistics and maintenance (SOW 4.5.1), and transition to production (SOW 4.6).

3.1.6 HYPOTHETICAL TASK FOR SOFTWARE

The Offeror shall describe a concept for the development of a new Tactics Computer Software Configuration Item (CSCI) for a torpedo. Describe assumptions about the system architecture and interfacing CSCIs. Describe aspects of the CSCI that make it portable. Provide a functional flow diagram of the tactics CSCI. Describe the software test process to be performed for this CSCI. Describe any assumptions or derived requirements and how the concept meets the requirements. Describe how modeling and simulation will be used throughout the design and test process. Describe how and when safety will be integrated into the design and testing process. Describe the steps required for concept development (SOW 4.1), prototype design and fabrication (SOW 4.2), prototype test and evaluation (SOW 4.3), demonstration, experimentation, fielding and operation (SOW 4.4), and software maintenance (SOW 4.5.2).

3.1.7 HYPOTHETICAL TASK FOR NON-PAYLOAD SENSORS

The Offeror shall describe a concept for development of a depth pressure sensor to be integrated into a Guidance and Control (G&C) System. The sensor needs to be accurate within 0.1% from 0 psia to 100 psia, even if stored for 6 years without maintenance or power before use. Describe the type of sensor used. Describe the most significant

sources of error. Describe how the sensor interfaces to the rest of the G&C system. Provide a functional diagram of data flow and of the physical and mechanical concept. Describe any assumptions or derived requirements and how the concept meets the requirements. Describe how modeling and simulation will be used throughout the design and test process. Describe how safety will be integrated into the design and testing process. Describe the steps required for concept development (SOW 4.1), prototype design and fabrication (SOW 4.2), prototype test and evaluation (SOW 4.3), demonstration, experimentation, fielding and operation (SOW 4.4), logistics and maintenance (SOW 4.5.1), and transition to production (SOW 4.6).

3.1.8 HYPOTHETICAL TASK FOR GUIDANCE AND CONTROL SYSTEM

The Offeror shall describe a concept for a Guidance and Control (G&C) system for a new UUV. The G&C system shall host Government developed operational software. Describe any assumptions or derived requirements and how the concept meets the requirements. Assume the Government has provided the Technical Data Package (TDP) of a G&C section from a similar UUV which has the same afterbody but a different mission, and that G&C section is 12 inches long and 12 inches in diameter. The Offeror shall describe a plan to analyze and integrate the Government furnished technologies into the design of the G&C system for the new UUV. The new G&C section must be 10% shorter, but may not change in diameter. Describe the systems engineering process to allocate the G&C system-level requirements into lower level requirements; approach for critical item testing and prototyping efforts to prove out early design concepts; and test approach. Describe how modeling and simulation will be used throughout the design and test process. Describe how and when safety will be integrated into the design and test process. Describe the steps required for concept development (SOW 4.1), prototype design and fabrication (SOW 4.2), prototype test and evaluation (SOW 4.3), demonstration, experimentation, fielding and operation (SOW 4.4), logistics and maintenance (SOW 4.5.1), program protection assessment and monitoring (4.5.4), and transition to production (SOW 4.6).

3.1.9 HYPOTHETICAL TASK FOR LAUNCH PLATFORM INTERFACE AND SHIPBOARD SYSTEMS

The Offeror shall describe a concept for a system that retrieves data from a UUV after a run. The system serves as an interface between the UUV and a surface ship. Communication shall be bi-directional. State which industry-standard communication protocols would be used for the system and why. Part of the interface system shall reside internal to the deployed system. The remaining portion of the system shall interface with the surface ship. Describe the factors that affect the reliability of the system and how reliability problems can be mitigated. Describe any assumptions or derived requirements and how the concept meets the requirements. Describe how modeling and simulation will be used throughout the design and test process. Describe how and when safety will be integrated into the design and testing process, assuming that the data retrieval function is not safety related. Describe the overall architecture of the system, including physical interfaces and data flow. Describe the steps required for concept development (SOW 4.1), prototype design and fabrication (SOW 4.2), prototype test and evaluation (SOW 4.3), demonstration, experimentation, fielding and operation (SOW 4.4), logistics and maintenance (SOW 4.5.1), and transition to production (SOW 4.6).

3.1.10 HYPOTHETICAL TASK FOR ANCILLARY AND TEST EQUIPMENT

The Offeror shall describe a concept for a piece of test equipment (a “test set”) to test an Inertial Measurement Unit (IMU) system. The test set shall be capable of fully testing the IMU’s performance requirements. Describe the process for certifying that the test equipment covers all IMU performance requirements and is implemented properly. Describe the process for verifying that the test equipment yields repeatable results for a given unit under test (UUT) and that the results correlate across multiple test sets. Describe any assumptions or derived requirements and how the concept meets the requirements. Describe the overall architecture of the test system and how test set performance requirements are derived. Describe an approach to management of spare parts and obsolescence issues. Describe an approach to self-test, calibration, cabling to the Unit Under Test, and Graphical User Interface. Describe how and when safety will be integrated into the design and testing process, assuming the IMU is safety critical. Describe the steps required for concept development (SOW 4.1), prototype design and fabrication (SOW 4.2), prototype test and evaluation (SOW 4.3), demonstration, experimentation, fielding and operation (SOW 4.4), logistics and maintenance (SOW 4.5.1), software maintenance (4.5.2), program protection assessment and monitoring (4.5.4), and transition to production (SOW 4.6).

3.1.11 HYPOTHETICAL TASK FOR MODELING AND SIMULATION

Describe a plan to develop a physics-based simulation that models the flow of water over X-shaped control surfaces. Describe the input, output, algorithms, and assumptions of the simulation in order to demonstrate the in-depth understanding of the underlying physics. Describe the overall architecture of the simulation and the documentation that would be provided with the simulation. Provide a description of verification and validation that would be performed on the simulation. Describe a plan to utilize parallel processing and computing techniques to increase the throughput of the simulation. Describe the steps required for concept development (SOW 4.1), prototype design (SOW 4.2), prototype test and evaluation (SOW 4.3), and modeling and simulation maintenance (SOW 4.5.3).

3.1.12 HYPOTHETICAL TASK FOR DATA ANALYTICS

Describe a plan to apply data analytics to test set data regarding a Functional Item Requirement (FIR) that frequently fails environmental qualification testing (EQT). Assume the data set is 500 text file records with 40 fields. Describe the methods of analysis used, and how the data is displayed. The methods and displays used should identify trends, patterns, and cause and effect relationships. Describe the steps required for concept development (SOW 4.1), prototype design and fabrication (SOW 4.2), and prototype test and evaluation (SOW 4.3).

3.2 **Factor 2- PAST PERFORMANCE**

(a) The Offeror shall provide one (1) past performance reference per Functional Area being proposed, that reflects recent and relevant experience performed within the last three (3) years of the closing date of the solicitation that demonstrates the ability to handle the scope and breadth of the tasking in the Statement of Work related to the Functional Area proposed. The Offeror may utilize the same past performance reference for multiple Functional Areas if a past performance reference is relevant to multiple Functional Areas that the Offeror is proposing. If one past performance reference is utilized for multiple proposed Functional Areas, the reference must be relevant to each Functional Area proposed and the reference will count as the one (1) page submission for each Functional Area proposed to.

For each reference, whether from inside or outside the Federal Government, the Offeror shall include contract/task order number, contract/task order type, period of performance, program name, total contract/task order cost/price, and names, valid telephone numbers, and email addresses for the Procuring Contract Officer (PCO), Contracting Officer's Representative (COR), Government Program Manager (PM), or industry equivalent representative.

For each reference, the Offeror shall identify its role as either a prime contractor or a subcontractor on the referenced contract.

If the Offeror was a subcontractor on the reference, then the Offeror shall provide an explanation of its role in contract performance as well as the dollar value of its subcontract.

For each reference, the Offeror shall also provide a written explanation describing the work that was performed and how the work was or is relevant to the work being proposed in this solicitation. The Offeror may provide information on problems encountered on the identified contracts and the Offeror's corrective actions.

(b) Each past performance reference shall not exceed one (1) page per reference.

4.0 **Factor 3 – COST/PRICE (FEE ONLY)**

Offerors shall not submit data beyond that which is required by this section.

Proposed Fee (CPFF CLINs 0002 and 0004): OFFEROR TO FILL IN CLAUSE B-215-H001 OF THE SOLICITATION

NOTE: SECTION B VALUES DO NOT NEED TO BE COMPLETED BY OFFEROR.

In accordance with FAR 15.404-4(c)(4)(i)(C), a proposed Fee in excess of the CPFF statutory limitation of 10% shall render a contractor's proposal Unacceptable and ineligible for award.

Maximum Fee Rate – Applicable to CPFF Orders:

Contractor compliance with the maximum fee rate is applicable at the time of order award and is based on the ratio of fixed fee to the estimated cost, excluding facilities capital cost of money. Fee becomes a fixed dollar amount at the time of order award.

The Contractor agrees that the maximum Fixed Fee rate that shall be charged against any CPFF orders under this contract shall not exceed that which is proposed in the base contract.

At the delivery/task order level, prime contractors may propose a fee rate less than the maximum fee rate. In addition, subcontractors may not propose a fee rate that exceeds the prime's fee rate.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	DEC 2022
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.237-10	Identification of Uncompensated Overtime	MAR 2015
252.215-7008	Only One Offer	DEC 2022
252.215-7009	Proposal Adequacy Checklist	MAR 2023
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

NOTE: DELIVERY/TASK ORDERS AWARDED UNDER MAC MAY BE DX OR DO RATED ORDERS.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Multiple Award Indefinite Delivery, Indefinite Quantity (ID/IQ) type contract with Cost Plus Fixed Fee, Firm Fixed Price, and Cost Reimbursement provisions** resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer identified in Clause G-242-H001.

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

(End of provision)

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

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

<https://www.acquisition.gov/far/>

(End of provision)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are

described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>.

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

L-211-H001 UPDATES TO PERIOD OF PERFORMANCE AND DELIVERY DATES (NAVSEA) (JUN 2022)

For proposal purposes the estimated date of contract, task order, or delivery order award is 09/15/2023. The government reserves the right to award sooner or later if necessary. The delivery dates and/or period of performance start and end dates in Section F will be updated at award based upon actual contract, task order, or delivery order award date.

(End of Provision)

L-204-H003 NOTIFICATION OF USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2019)

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

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

(1) The support contractor not disclose any information;

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

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

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

(c) Submission of a proposal will be considered as consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file management support contractor for the limited purpose of executing its file support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Offerors are free to enter into separate non-disclosure agreements with the file support contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the files or otherwise encumber the government.

(End of provision)

L-209-H009 NOTIFICATION OF POTENTIAL ORGANIZATIONAL OR PERSONAL CONFLICT(S) OF INTEREST (NAVSEA) (APR 2022)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, either as a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to NUWC DIVNPT Code 85 torpedo, undersea countermeasures, and undersea detection/classification/localization defensive systems and/or NUWC DIVKPT, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all-inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (OCI) or similar requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an OCI or similar requirement in current or completed contract(s), the Offeror shall comply with FAR subpart 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI or similar requirement.

(b) Offerors also are reminded that certain potential conflicts of interest may arise where an Offeror has unequal access to nonpublic information about a competitor that may provide the Offeror with an unfair competitive advantage and preclude, restrict or limit participation, in whole or in part, either of the individual, subcontractor or

prime contractor under this competitive procurement. For example, a potential conflict may arise if former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror may have gained access to nonpublic information about a competitor through participation in previous or ongoing performance or during the solicitation development/source selection process associated with this competitive procurement, and then participates in the formation of the Offeror's proposal. Other potential conflicts of interest may arise where either the former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror under this competitive procurement set the ground rules for competition; for example, by drafting specifications or assisting in the drafting of the statement of work. General guidance may be found in FAR 3.101 and 9.505; however, this guidance is not all-inclusive.

(c) If an Offeror identifies a potential conflict of interest that exists at any tier, that Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract or previous source selection's solicitation number and name and phone number of the Contracting Officer for the contract which gives rise to a potential conflict of interest; (2) a copy of the requirement; (3) the statement of work and technical instruction from the existing contract, as applicable; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; (5) a brief description of the individual's, subcontractor's, or teaming partner's unequal access to nonpublic information about a competitor, which may lead to a conflict of interest in the formation of the Offeror's proposal, or establishment of ground rules for this competitive procurement, as applicable; (6) an OCI mitigation plan, as applicable; and (7) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the Offeror. The requirement to identify potential conflicts of interest as outlined herein continues until contract award. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(d) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk regardless of whether the Government determines a personal or organizational conflict of interest does or does not exist.

(e) Any potential prime contractor which proposes an individual, subcontractor, or teaming partner later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible individual, subcontractor or teaming partner. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(f) If the Offeror determines that a potential organizational and/or personal conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

(End of provision)

L-215-H004 INSTRUCTIONS FOR PRICING OF CONTRACT DATA REQUIREMENTS LIST (NAVSEA) (OCT 2018)

(a) The Offeror shall complete the "Price Group" (Block 17) and "Estimated Total Price" (Block 18) of each data item on the Contract Data Requirements List (CDRL) of this solicitation using the following instructions:

(1) Block 17. Use the specified price group defined below in developing estimated prices for each data item on the DD Form 1423:

(a) Group I. Definition – Data which is not otherwise essential to the offeror’s performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

(i) Estimated Price – Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

(b) Group II. Definition – Data which is essential to the performance of the primary contracted effort but the offeror is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

(i) Estimated Price – Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

(c) Group III. Definition – Data which the offeror must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

(i) Estimated Price – Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data items to the Government.

(d) Group IV. Definition – Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

(i) Estimated Price – Group IV items should normally be shown on the DD Form 1423 at no cost.

(2) Block 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. The estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The entry “N/C” for “no charge” will be acceptable. The estimated price shall not include any amount for rights in data. The Government’s rights to use the data shall be governed by the pertinent provisions of the contract.

(End of provision)

L-215-H007 SUBMISSION OF QUESTIONS BY OFFERORS — ALTERNATE I (NAVSEA) (NOV 2021)

(a) Offerors may submit questions or request clarification of any aspect of this solicitation. It is the Offeror’s responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the SOW or PWS (as applicable) and other solicitation documents attached hereto or incorporated by reference. Each question should identify solicitation number, document, page number, paragraph number or other identifier relating to the question. Questions without this information may not be answered. Acknowledgment of questions received will not be made.

(b) The deadline for receipt of questions is seven (7) calendar days prior to the closing date of the solicitation. Although every effort will be made, the Government makes no guarantee that questions received after the date above will be answered.

(c) All questions shall be submitted via email to the point of contact listed for this solicitation. Responses will be posted to the SAM web page at <https://www.SAM.gov>.

(End of provision)

L-215-W003 ACCESS TO PRE-PROPOSAL READING MATERIAL — ALTERNATE II (NAVSEA) (NOV 2021)

(a) Applicable documents and Government Furnished Information referenced in the Statement of Work in Section C of this Request for Proposal will be available for review via a mailed compact disc (CD). Requests for CDs must be received by **N/A (see below)**. Requests received after this date will be honored but may not be received by the offeror prior to receipt of proposals. Failure to request CDs by the stated date will not be justification for extension of the proposal receipt date. None of these documents are to be copied or distributed. Upon the closing date of this solicitation the CDs must be returned or destroyed.

(b) To request a CD, contact: **N/A (see below)**.

(c) The following Distribution "D" documents are available electronically: Applicable Documents 3.1 through 3.39. In order to view the documents, please contact the POC and follow the instructions as specified below:

STEP ONE: Point of Contact: Jeff Champlin; Email: jeffrey.j.champlin.civ@us.navy.mil. Please include your vendor CAGE Code and the email address for the JCP Certified recipient when sending the POC a request to view the documents. NOTE: The name of the individual identified in the request must be the same as the individual registered in JCP.

STEP TWO: Applicable Documents are marked "DISTRIBUTION STATEMENT D". Distribution is authorized to the Department of Defense (DoD) and U.S. DoD contractors only. Companies requesting to view the Applicable Documents must be registered according to DoD Joint Certification Program (JCP) in order to access Distribution D documents. See the following website for further information:
<https://public.logisticsinformationservice.dla.mil/PublicHome/jcp/default.aspx>.

STEP THREE: DoD Secure Access File Exchange (SAFE) LINK: <https://safe.apps.mil>. Once the POC verifies the vendor is JCP Certified, the POC will use the "Drop Off" feature to upload the documents to the DoD SAFE website. The JCP Certified recipient will receive an email containing a link and a passcode to access the documents on the DoD SAFE website. The link to the documents will expire seven (7) days from the day the link and passcode is sent.

(End of provision)

L-219-H001 SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JAN 2021)

Offeror shall submit as part of its proposal a subcontracting plan in accordance with the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9). The plan shall include a five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION CRITERIA

1.0 BASIS FOR AWARD

1.1 General Information

(a) The Government intends to make multiple awards as a result of this RFP. Awards shall be made to Offeror(s) who are deemed responsible in accordance with FAR 9.104; whose proposal conforms to the solicitation requirements; and is determined to be acceptable to the Government in accordance with the factors listed in this solicitation.

(b) The Government intends to awards without discussions (except for clarifications as described in FAR 15.306(a)), as permitted by FAR 15.306(a)(3) and FAR 52.215-1. Therefore, the Offeror's initial proposal should contain the Offeror's best terms and conditions from a technical standpoint. However, the Government reserves the right to conduct discussions to permit Offerors to revise their proposals.

1.2 Factors

The Government will evaluate the following Factors that will be considered for award.

FACTORS
Factor 1 – Hypothetical Tasks
Factor 2 – Past Performance
Factor 3 – Cost/Price (Fee Fill-In IAW Clause B-215-H001)

2.0 PASS/FAIL EVALUATION

Offerors will be evaluated based on a Pass/Fail rating on the requirements listed below. Offerors must receive a Pass rating under each Pass/Fail Requirement to be eligible for award. A fail may result in no further consideration for award. The Pass/Fail rating criteria is as follows:

2.1 Facility and Safeguarding Clearance

The Government will verify whether the Offeror's Facility Security Clearance and Classified Information/Material Safeguarding Clearance meet the level specified in the DD Form 254 using the Government system of record for all CAGE codes provided.

3.0 NON-COST/PRICE FACTORS

The Government will evaluate offers and assign one of the ratings indicated in paragraph 5.1 of this provision for each of the following non-cost/price factors. In order to receive an award in a Functional Area, both the Hypothetical Task (Factor 1) response and corresponding Past Performance reference (Factor 2) for the Functional Area must be rated as Acceptable. An Offeror may be awarded some or all Functional Areas based upon individual evaluation of these Factors.

3.1 Factor 1 – HYPOTHETICAL TASKS

The Government will evaluate the responses to each Hypothetical Task to assess the Offeror's understanding of the issue(s), requirement(s), facilities and personnel required, and that the concept for each Hypothetical Task is feasible.

3.2 Factor 2 - PAST PERFORMANCE

The past performance evaluation assesses the degree of confidence the Government has in an Offeror's ability to supply products and services that meet users' needs, based on a demonstrated record of performance. The Government may consider past performance information contained in the Supplier Performance Risk System (SPRS) and the Federal Awardee Performance and Integrity Information System (FAPIS). The Government may use other information such as the Contractor Performance Assessment Reporting System (CPARS) or other data available from Government sources to evaluate an Offeror's past performance. The Government reserves the right to limit or expand the number of references it decides to contact, and to contact references other than those provided by the Offeror. The Government may also contact all or some of each Offeror's customers to obtain past performance information. The Government reserves the right to limit or expand the number of references it decides to contact, and contact references other than those provided by the Offeror. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

4.0 Factor 3 – COST/PRICE (Fee Fill-In)

The Government will review the Offeror's proposed maximum fee rate in Clause B-215-H001 of the solicitation. Offerors that propose fixed fee in excess of the maximum percentage specified in Section L "Instructions to Offerors" will be determined Unacceptable and ineligible for award.

5.0 RATINGS

The Government will perform an evaluation of the non-cost/price evaluation factors based on the Offeror's proposal. In order to be considered for award for a specific Functional Area(s), an Offeror must have an acceptable rating in every non-cost/price factor in that Functional Area(s).

5.1 Hypothetical Task Factor Ratings

The Government will evaluate the Offeror's proposal to determine whether the proposal is acceptable or unacceptable, using the ratings and descriptions outlined in the table below:

Adjectival Rating	Description
Acceptable	Proposal demonstrates understanding of the solicitation requirements.
Unacceptable	Proposal does not demonstrate understanding of the solicitation requirements..

5.2 Past Performance Evaluation Factor Ratings

The past performance evaluation results in an assessment of the Offeror's probability of meeting the solicitation requirements. This assessment is based on the Offeror's record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements. For Past Performance, the Government will assign one (1) adjectival rating for each Functional Area.

The Government may also use other information such as Contractor Performance Assessment Reporting System (CPARS) or other data available from Government sources to evaluate an Offeror's past performance. The Government reserves the right to limit or expand the number of references it decides to contact, and contact references other than those provided by the Offeror.

The Government will initially evaluate whether the Offeror's past performance is recent. To be considered recent, a past performance must include a period of performance no less than three (3) years from the original solicitation date of this solicitation.

The Government will evaluate whether the Offeror's past performance is relevant or not relevant to the effort to acquired, using the table below:

Rating	Description
Relevant	Present/past performance effort involved similar scope and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and complexities this solicitation requires.

Second, the Government will evaluate the past performance information to determine how well the Offeror performed on prior, relevant contracts. Based on this evaluation, the Government will determine whether the Offeror's relevant past performance record is Acceptable or Unacceptable using the ratings in the table below:

Adjectival Rating	Description
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown.*
Unacceptable	Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

*NOTE: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance ratings can be reasonable assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable".

CLAUSES INCORPORATED BY FULL TEXT

M-215-H002 MULTIPLE AWARDS (NAVSEA) (OCT 2018)

It is the intent of the Government to award more than one contract as a result of this solicitation. The Government reserves the right to make one or more awards based upon the number of acceptable proposals received and the availability of funding.

(End of provision)

M-247-H001 F.O.B. EVALUATION CRITERIA (NAVSEA) (DEC 2018)

OFFERS SUBMITTED ON AN F.O.B. BASIS OTHER THAN THAT SPECIFIED IN SECTION F SHALL BE REJECTED AS UNACCEPTABLE.

(End of provision)