

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>DO-A7</b>	PAGE OF PAGES <b>1 78</b>
2. CONTRACT NO.		3. SOLICITATION NO. <b>N6339423R0001</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED <b>14 Oct 2022</b>	6. REQUISITION/PURCHASE NO.
7. ISSUED BY NAVAL SURFACE WARFARE CENTER 4363 MISSILE WAY PORT HUENEME CA 93043-4307			CODE <b>N63394</b>	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE
TEL: FAX 805-228-6299					TEL: FAX	

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

**SOLICITATION**

9. Sealed offers in original and 0 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 NA until 02:00 PM local time 11 Jan 2022  
(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 <b>CHRISTOPHER T SETO</b>	B. TELEPHONE (Include area code) (NO COLLECT CALLS) <b>(805) 228-8510</b>	C. E-MAIL ADDRESS <b>christopher.t.seto.civ@us.navy.mil</b>
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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 \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		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 SF 30 - BLOCK 14 CONTINUATION PAGE

SOLICITATION AMENDMENTS

<b>Amendment</b>	<b>Questions</b>
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AMENDMENT 0001 Q&A**Question #1:**

Can you provide the interface cable drawings for the following W35570, W35571, W35261, W35262 and W35263?

**Response:**

The drawing is the collection of sheets, everything contained in X7402671.pdf. This drawing does not contain any graphics. The document X7402671.pdf has each of those drawings, here are the corresponding locations:

W35570 - X7402671 Sheet 146

W35261 - X7402671 Sheet 66

W35262 - X7402671 Sheet 67

W35263 - X7402671 Sheet 68

**Question #2:**

Is there a bill of materials available in excel form that the Government will provide? Almost all drawings are missing the parts lists as well. Please advise if they will be provided

**Response:**

We do not have and will not be providing a bill of materials in excel. Most of the drawings specify parts that need to be manufactured, not assemblies that would need a parts list.

**Question #3:**

Will the government consider the inclusion of a Economic Price Adjustment provision to the contemplated procurements Fixed Price CLINs? Rationale: Due to the multi-year nature of GMCP Request for Proposal Number N633942-23-R0001, specifically for Option Years 1 through 4, and the volatile nature of the current marketplace, with respect to component and raw material availability, and significant pricing increases and greatly extended lead-times? Respectfully requests the inclusion of an Economic Adjustment provision as envisioned at FAR 16.203 Fixed-price contracts with economic price adjustment. More specifically FAR 16.203-1(2), adjustments based on actual costs of labor or material. Such price adjustments are based on increases or decreases in specified costs of labor or material that the contractor actually experiences during contract performance. As a Small Business Concern, the offerors simply do not have the financial wherewithal to absorb the almost certain continued significant out-year cost impacts currently being realized in the marketplace. Out-year pricing for Option Years 1 through 4 is simply not predictable with any level of reasonable certainty. This is a significant financial and programmatic risk to any other potential offeror.

**Response:**

No, the Government will not consider the inclusion of a EPA provision to the contemplated procurements Fixed Price CLINs.

**Question #4:**

Attachment 1 to this e-mail, Office of the Under Secretary of Defense memorandum, subject: Guidance on Inflation and Economic Price Adjustments, dated 25 May 2022, promulgates DoD guidance for the incorporation of such provisions in contracts being developed or negotiated during this period of unusually high inflation. Attachment 2, Office of the Under Secretary of Defense memorandum, subject: Managing the Effects of Inflation with Existing

Contracts, dated 9 Sep 2022, promulgates DoD guidance on several options for addressing market impacts on existing contracts. Please confirm validity date for this solicitation. Page 59 (paragraph 1.1.10), states 270 days in Block 12 of the SF33; page 62 (paragraph 2.1(j) states 270 days issuance of solicitation; and page 64 (paragraph 5(c).4) states to insert 270 days in Block 12 of SF33. SF33 Block 12 is from date for receipt of offers.

**Response:**

Please see Section L.2.1 of the amended solicitation.

**Question #5:**

The solicitation calls out instructions to fill in Blocks 17 & 18 of each data item on the Contract Data Requirements List (CDRL). However, when the CDRLs document is opened, block 18 has already been filled out with "NSP". Can you please confirm whether the Contractor needs to fill in Blocks 17 & 18 of each data item on the Contract Data Requirements List (CDRL)?

**Response:**

Please follow the instructions in L-215-H004.

**Question #6:**

A request to bid on this project through a teaming agreement was submitted. Question is "If we were to be awarded this job, can the contract be issued bilaterally (50/50) to each of our respective companies based on a specified work breakdown structure?

**Response:**

The Government will award the resultant contract to a single prime contractor.

**Question #7:**

What is a reasonable budget range for this project?

**Response:**

The Government is not providing a budget range.

**Question #8:**

Are there any previous versions we can see specs and requirements for?

**Response:**

In order to see the specs and requirements, you will need to follow the instructions of the Solicitation. In order to obtain the technical data package containing the specs and requirements, the potential Offeror will need to fill out and send a GFI Request form (Attachment JS-02). From the request form, the Government will determine if the company possesses JCP Certification. If the company possesses JCP certification, the Government will then create a DoD Safe Link file and send the company the TDP.

**Question #9:**

Has there been a previous contractor for something similar?

**Response:**

Yes, the current contractor for this requirement is Sechan Electronics Inc. under contract N6339417D0002.

**Question #10:**

The current proposal submission due date doesn't provide Offerors with sufficient time to receive competitive quotes from the supply chain and to finalize a fully compliant proposal. In order to complete material pricing, which is critical to a proposal, request the proposal due date be extended two weeks.

**Response:**

The new proposal submission due date is Monday December 28, 2022 at 2:00PM PST.

AMENDMENT 0002 Q&A

**Question #11:**

Requesting missing items. 7402675-002 TDPL listing all documents used in build with latest rev/NOR status. PLs in Excel. 7402671 Cable fab dwg. 7402670 Cable info dwg. 7402676 MK 437 Mod 3 & 4 GMCP Installation Control Drawing (ESS info). 7245400 Pedestal Weldment (No FN# on PL – dwg note 6 items provided by installing activity)

**Response:**

a) **7402675-002 TDPL listing all documents used in build with latest rev/NOR status. PLs in Excel:**  
The Government will not be providing this.

b) **7402671 Cable fab dwg:** Use X7402671 in place of 7402671. Drawing 7402671 is a MK 437 Mod 3 drawing, but the required cables (W35570, W35571, W35261, W35262, W35263) are common between the Mk 437 Mod 3 and Mk 437 Mod 4.

c) **7402670 Cable info dwg:** Drawing 7402670 (Cited in drawing X7402671) is not needed. Drawing X7402671 is only included because it specifies cables W35570, W35571, W35261, W35262, and W35263.

d) **7402676 MK 437 Mod 3 & 4 GMCP Installation Control Drawing (ESS info):** Please see the attachments provided with this solicitation amendment.

e) **7245400 Pedestal Weldment (No FN# on PL – dwg note 6 items provided by installing activity):**  
The pedestal weldment is created and installed by the shipyard and will not be part of the solicited requirement.

**Question #12:**

Drawings: 1. 5617897 (-2177, -2124) - 2. 5617760 (-2177, -2120, -2107) - These missing drawings are used on 7402671 Cables

**Response:**

See 5617760\_53711\_REVBA.pdf and 5617897\_53711\_REVAM.pdf

**Question #13:**

This paragraph (RFP Amendment 1, Section L p. 64 paragraph 2.2(d)) states to reference N63394-22-R-0008. Please confirm this is the correct solicitation number.

**Response:**

In Amendment 0001, Section L paragraph 2.2(d) references the incorrect solicitation number. Therefore, the Government made a correction and the paragraph now references the correct solicitation number of N63394-23-R-0001.

**Question #14:**

Does the government intend to do a First Article or PCA? If the Offeror is in current GMCP production, is a Production Readiness Review required.

**Response:**

No, the Government does not intend to do a First Article or PCA per the statement of work. The production readiness review is required.

AMENDMENT 0003 Q&A

**Question #15:**

Section L - 1.5.1 states "Proposals shall be submitted electronically via GPE at website <https://sam.gov> no later than the date and time specified on the cover page of the solicitation in order to be considered for award.

Proposal submissions not conforming to submission requirements may not be evaluated, and the Offeror may be determined ineligible for award.” I figured there would be a submission link but I am not finding one? I have searched the SAM website and also searched the web for “how to submit a proposal in SAM” and come up with no useful information.

**Response:**

Solicitation has been corrected in Section L-1.5.1 to say "Proposals shall be submitted electronically via DoD Safe at website <https://safe.apps.mil/>". Please submit proposals via the DoD SAFE link provided.

## Section B - Supplies or Services and Prices

SUPPLIES AND PRICES

## NOTE A

Stepladder Pricing. Stepladder pricing is utilized in this solicitation to provide Offerors an opportunity to propose different pricing for separate and distinct quantity ranges within each contract line item number (CLIN). Pricing utilized at basic contract award and option exercise shall be based solely on the pricing proposed by the Offeror in Section B of their submitted Standard Form (SF) 33. Notwithstanding the availability of the option to propose different pricing for different quantities, the Offeror may propose the same price for multiple quantities.

For all option CLINs with stepladder pricing, the Government may unilaterally exercise a given line item more than once prior to the latest option exercise date identified in clause 52.217-7 VAR I OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION I) (OCT 2018). Option CLINs with stepladder pricing may be exercised until the total quantity purchased equals the maximum quantity listed for the respective CLINs in Section B NOTE B below.

## NOTE B

If any line item is exercised more than once within a 60-day period, the unit price shall be adjusted to reflect the appropriate stepladder unit price for the entire quantity purchased within that 60-day period. The following hypothetical example illustrates how pricing will be adjusted for an example option CLIN 0001 if the line item is unilaterally exercised more than once within a 60-day period:

For the purposes of this example, assume the following stepladder pricing:

Quantity 1-6 = \$100

Quantity 7-12 = \$90

At first option exercise, \$200 is obligated to subline item (SLIN) 0001AA to provide funds to acquire a quantity of two (2) at a unit cost of \$100.

$2 * \$100 = \$200$

A second option is exercised within 60 days of the first option, obligating \$720 to SLIN 0001AB to provide funds to acquire an additional eight (8) units at a unit cost of \$90 for a total quantity of ten (10) units, inclusive of the two units purchased under SLIN 0001AA.

$8 * \$90 = \$720$

$\$200 + \$720 = \$920$

In this scenario, the total price paid for the ten (10) units being ordered would equal \$920. However, if ten (10) units were ordered immediately, the total price would be \$900 (10 units \* \$90). In order to provide for a total extended price of \$900 without altering the unit pricing of the first option exercise, the unit cost for SLIN 0001AB is adjusted downward to \$87.50.

$(\$900 - \$200) / 8 = \$87.50$

Following exercise of our first two options for CLIN 0001, our contract CLIN structure for CLIN 0001 is as follows:

CLIN	SLIN	UNIT COST	QUANTITY	EXTENDED PRICE	FUNDED AMOUNT
0001	AA	\$100.00	2	\$200	\$200
0001	AB	\$87.50	8	\$700	\$700

The example SLIN 0001AA and SLIN 0001AB results in the following combined amount:

SLIN	UNIT COST	QUANTITY	EXTENDED PRICE	FUNDED AMOUNT
0001AA & 0001AB	\$90.00	10	\$900	\$900

(End of Text)

**MAXIMUM QUANTITY MULTIPLE OPTION QUANTITY CLINS**

Subject line item numbers (SLINs) 0002 AA, 0003AA, 0004AA, and 0005AA in this contract are the option quantities associated with option exercise periods. Offerors should use those estimated quantities for planning purposes and in the preparation of its proposals including the price proposal. After award of the contract, the Government may need to move quantity between these option CLINs. Each option could continuously be exercised until the maximum quantity for each year is reached. The contract resulting from this solicitation will have a maximum dollar value or a maximum number of units that may be purchased. Maximum dollar value will be calculated by taking the maximum quantity multiplied by the maximum unit price. The Government, may, through contract modification, move quantities of items, between the option CLINs as long as the contract maximum is not exceeded. If pricing varies by option exercise period, the pricing applicable is the pricing applicable at the time the option is exercised. For example, if items are moved from option year four to option year one, and the option is exercised during option year one, the items will be payable at the rates applicable in option year one. This information is provided for planning purposes only and is subject to change depending on need and funding availability.

Notwithstanding the sum of the stepladder pricing quantity ranges included below, the maximum number of units that can be purchased under this contract is as follows:

Description	CLINs	Maximum Quantity
Gun Mount Control Panels MK 437	0001-0005	42

(End of Text)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Gun Mount Control Panel FFP Gun Mount Control Panel MK 437 MOD 4 In Accordance With (IAW) Statement of Work, Base Year MODEL: MK 437				

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NET AMT

**STEPLADDER PRICING**

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
GMCP MK 437 CLIN 0001 -	0001	1.00	3.00	
MAX 6 Units		4.00	5.00	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA OPTION	Gun Mount Control Panel FFP 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. FOB: Destination MODEL: MK 437 PSC CD: 5840	5	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Gun Mount Control Panel FFP The price of the Production Readiness Review is included in this SLIN. 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. FOB: Destination MODEL: MK 437 PSC CD: 5840	1	Each		

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NET AMT



N6339423R0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Gun Mount Control Panel				
OPTION	FFP				
	Gun Mount Control Panel MK 437 MOD 4 IAW Statement of Work, Ordering Period 2 - Option Year 1. See Note B				
	MODEL: MK 437				

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NET AMT

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
GMCP MK 437 CLIN 0002 -	0002	1.00	5.00	
MAX 9 Units		6.00	9.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Gun Mount Control Panel	9	Each		
OPTION	FFP				
	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.				
	FOB: Destination				
	MODEL: MK 437				
	PSC CD: 5840				

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NET AMT

N6339423R0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Gun Mount Control Panel				
OPTION	FFP				
	Gun Mount Control Panel MK 437 MOD 4 IAW Statement of Work, Ordering Period 3 - Option Year 2. See Note B				
	MODEL: MK 437				

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NET AMT

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
GMCP MK 437 CLIN 0003 -	0003	1.00	5.00	
MAX 10 Units		6.00	10.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Gun Mount Control Panel	10	Each		
OPTION	FFP				
	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.				
	FOB: Destination				
	MODEL: MK 437				
	PSC CD: 5840				

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NET AMT

N6339423R0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Gun Mount Control Panel				
OPTION	FFP				
	Gun Mount Control Panel MK 437 MOD 4 IAW Statement of Work, Ordering Period 4 - Option Year 3. See Note B				
	MODEL: MK 437				

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NET AMT

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
GMCP MK 437 CLIN 0004 -	0004	1.00	5.00	
MAX 9 Units		6.00	9.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Gun Mount Control Panel	9	Each		
OPTION	FFP				
	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.				
	FOB: Destination				
	MODEL: MK 437				
	PSC CD: 5840				

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NET AMT

N6339423R0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Gun Mount Control Panel				
OPTION	FFP				
	Gun Mount Control Panel MK 437 MOD 4 IAW Statement of Work, Ordering Period 5 - Option Year 4. See Note B				
	MODEL: MK 437				

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NET AMT

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
GMCP MK 437 CLIN 0005 -	0005	1.00	4.00	
MAX 8 Units		5.00	8.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	Gun Mount Control Panel	8	Each		
OPTION	FFP				
	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.				
	FOB: Destination				
	MODEL: MK 437				
	PSC CD: 5840				

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NET AMT

N6339423R0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	CDRLs - Not Separately Priced (NSP) FFP Prepare, maintain and deliver data in accordance with the CDRLs listed in Section J. The Government shall have unlimited rights to all data generated under this contract in accordance with DFARS 252.227-7013 unless an assertion is provided and accepted by the Government with the offer in accordance with DFARS 252.227-7017. The price for all data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price paid by the Government under the other CLINs in this contract. FOB: Destination PSC CD: 5840				

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NET AMT

## Section C - Descriptions and Specifications

GUN MOUNT CONTROL PANEL MK 437**1 SCOPE**

1.1 This Statement of Work (SOW) describes the requirements for the production, assembly, testing, and acceptance of the Gun Mount Control Panel (GMCP) MK 437. Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD) is the In-Service-Engineering Agent for the Gun Computer System (GCS) MK 160, which includes the GMCP MK 437.

1.2 The GMCP is a major configuration item of the GCS MK 160 onboard United States Navy guided missile destroyers and cruisers as part of the AEGIS Modernization Program as well as new construction destroyers. The GMCP shall be comprised of custom fabricated enclosures and commercial-off-the-shelf (COTS) and Non-Developmental Item (NDI) components to meet the requirements outlined in system specification for the Gun Weapon System MK 34 with GCS MK 160 for the United States Navy AEGIS Advanced Capability Build (ACB)-12, ACB-16 and ACB-20 cruisers and destroyers. The Gun Weapon System MK34 Specification for this configuration baseline shall use Weapon Specification (WS) 35765 (previous baseline used WS-35463).

**2 APPLICABLE DOCUMENTS**

2.1 The following documents are applicable to this SOW. All tasking, processes, performance, execution and documentation within this SOW shall be in accordance with the most current version of these documents as of the date of contract award.

<b>TABLE 1 – APPLICABLE DOCUMENTS</b>	
<b>Document Number</b>	<b>Title</b>
MIL-STD-2073-1	Standard Practice for Military Packaging
MIL-HDBK-454	General Guidelines for Electronic Equipment
MIL-HDBK-61	Configuration Management Guidance
MIL-HDBK-2164	Environmental Stress Screening Process for Electronic Equipment
Weapon System 35765, 01 June 2021	System Specification for the Gun Weapon System MK 34 with Gun Computer System MK 160 for the United States Navy Aegis Modernization Advanced Capability Build 16 Cruisers and Destroyers.
NAVSEA DRAWING 7402676	MK 437 Mod 3 & 4 GMCP Installation Control Drawing
AS9100	2016-09-20, Quality Management Systems - Requirements for Aviation, Space, and Defense Organizations

### 3 ORDER OF PRECEDENCE

3.1 In the event of a conflict between the text in the SOW and other references cited herein, the text in WS-35765 takes precedence, followed in precedence by the MK 437 MOD 3&4 GMCP Installation Control Drawing (ICD) X7402676, followed in precedence by the SOW, followed in precedence by the ECPs, followed in least precedence by the drawings.

### 4 REQUIREMENTS

#### 4.1 General

4.1.1 The Contractor shall establish clear organizational lines of authority and shall have a single point of contact to communicate / work with the PCO and COR to ensure all tasking is successfully completed.

4.1.2 The Contractor shall generate and deliver a monthly status report detailing progress, problems, and schedule compliance.

CDRL A001 Status Report

4.1.3 The Contractor shall conduct a Production Readiness Review at their facility within 60 calendar days after award of contract. The Government reserves the right to conduct subsequent reviews as deemed necessary.

4.1.3.1 The Contractor shall provide the presentation material for the Production Readiness Review at least two (2) business days prior to the review and the conference minutes within five (5) business days after meeting.

CDRL A002 Meeting Agenda

CDRL A003 Meeting Minutes

#### 4.2 GMCP MK 437 MOD 4

4.2.1 The Contractor shall fabricate, assemble, test, and deliver GMCP MK 437 MOD 4 units per assembly drawing 7402675. Contractor shall use MIL-HDBK-454, Requirement 9 as guidance.

4.2.2 The Contractor shall incorporate all Class I and Class II Engineering Change Proposals (ECPs) approved as of the date of contract award.

#### 4.3 Interface Cables

4.3.1 The Contractor shall fabricate interface cables. One (1) set shall be included with each GMCP unit delivered. Table 2, below, is provided as a reference only.

TABLE 2 – INTERFACE CABLES		
CABLE NUMBER (FOR REFERENCE ONLY - DO NOT MARK ON CABLE)	LENGTH	REMARKS

W35570	23 INCHES	FOR ESTIMATION ONLY - ASSEMBLY MAY REQUIRE DIFFERENT LENGTH
W35571	23 INCHES	FOR ESTIMATION ONLY - ASSEMBLY MAY REQUIRE DIFFERENT LENGTH
W35261	26 INCHES	FOR ESTIMATION ONLY – ASSEMBLY MAY REQUIRE DIFFERENT LENGTH
W35262	12 +/- 1 FEET	TERMINATE AT “A” END ONLY
W35263	2 +/- 1 FEET	TERMINATE AT “B” END ONLY

#### 4.4 Painting of external surfaces

4.4.1 The Contractor shall paint external surfaces with Polyurethane, color Light Gray 26307 per FED-STD-595 and in accordance with drawing 7250920 (included in documentation package).

#### 4.5 Testing, Inspection, and Acceptance Criteria

4.5.1 The Contractor shall conduct non-destructive Environmental Stress Screening (ESS) on all GMCP MK 437 units as a complete assembly, using MIL-HDBK-2164A as guidance.

4.5.2 The ESS shall be conducted in a facility with the proper equipment to perform temperature and vibration testing on the GMCP with weight and dimensional parameters in accordance with the specifications listed below. The ESS shall be conducted on one (1) GMCP MK 437 unit at a time with the unit under power at a temperature range of 0°C to +35°C and random vibration at:

- Spectral Density of 6G rms
- Frequency Limits 100-1000Hz
- Axis - 3
- Duration 10 minutes

4.5.3 The initial and final operational tests of the ESS process shall be in accordance with the operational testing requirements in section 4.6. The Contractor must have all necessary equipment and software to conduct this testing.

4.5.4 The Contractor shall provide an ESS Procedures and Implementation Plan within 30 calendar days after award of contract. The ESS Procedures and Implementation Plan shall address occurrence of failures and the process for rescreening of units. The Government will respond with approval or disapproval within 15 days after receipt. If the Government does not approve the ESS Procedures and Implementation Plan, it will be returned to the Contractor with comments. The Contractor shall incorporate comments and resubmit to the Government no later than 10 calendar days after receipt of comments. Approval is for technical content and accuracy. Government approval of the ESS Procedures and Implementation Plan is required prior to implementation.

CDRL A004 Environment Stress Screening Procedures and Implementation Plan



4.5.5 All GMCP MK 437 units shall successfully complete the requirements of ESS without any anomaly before, during, and after the test. An ESS test report shall be developed for each unit tested to document ESS results and all problems encountered during ESS. The ESS test report shall also address unit failures and develop proposed resolution(s) prior to rescreening of units. The ESS report shall be submitted concurrent with the delivery of each unit.

#### CDRL A005 Environment Stress Screening (ESS) Report

### 4.6 Acceptance Testing

4.6.1 The Contractor shall inspect each GMCP unit for workmanship and perform functional testing on each GMCP unit before Government acceptance.

4.6.2 Functional testing shall consist of, at a minimum:

- a. Point-to-point continuity checks and electrical shorts test of internal wiring and external cabling
- b. Light loss testing of the fiber optic cable assemblies
- c. Power on testing to demonstrate proper operation of the power, GMCP, and Velocimeter switches on the Isolation Panel Assembly (7244500)
- d. Daisy Data Display complete “boot-up”
- e. Keyboard and micromodule operation
- f. Velocimeter Communications Failsafe Circuit Card Assembly 7625460 in performing two (2) functions:
  1. As an RS-232 signal driver interrupts Velocimeter Power for approximately two (2) seconds in the absence of an RS-232 signal for approximately 60 seconds. This may be verified by observing the indicator light on the Velocimeter switch on the Isolation Panel Assembly
  2. Dimmer CCA (7244553) in dimming the indicator lights on the switches of the Isolation Panel Assembly when the BRT knob is rotated counter-clockwise

4.6.3 Operational Testing. The Contractor shall use external computer equipment and software to generate signals through the fiber optic connectors to the GMCP to provide the following:

- a. An updating XCLOCK display on the screen of the GMCP
- b. A touch panel button test in which a matrix of 1-inch square areas will be presented, filling the screen of the GMCP. When the operator presses each area, a visual indication (such as color change) will show that each area of the touch screen is functioning
- c. An RS 232 “loopback test” by connecting the transmitted data line to the received data line at the GMCP connector, data keyed in at the computer will be echoed back using the TELNET function
- d. A pointing device (mouse) test to indicate that the pointing device is functioning
- e. A keyboard test to indicate that each key is functioning

#### 4.6.4 Test and Inspection Acceptance procedures and reporting

4.6.4.1 The Contractor shall develop the GMCP Test Procedure and submit to the Government no later than 60 calendar days after contract award. The Government will respond with approval or disapproval within 30 days after receipt. If the Government does not approve the Test Procedure, it will be returned to the Contractor with comments. The Contractor shall incorporate comments and resubmit to the Government no later than 15 calendar days after receipt of comments. Approval is for technical content and accuracy.

#### CDRL A006 Test Procedure

4.6.4.2 Each GMCP unit must pass the acceptance test in accordance with the approved Test Procedures prior to shipping and acceptance by the Government. An Acceptance Test Report shall be submitted to the Government for each unit concurrent with the delivery of the unit to the Government. All acceptance testing shall be witnessed by the Government. The Contractor shall provide the Government advance notification, at minimum 10 working days, prior to each test date or event.

CDRL A007 Acceptance Test Report (ATR)

#### **4.7 Quality Control**

4.7.1 The Contractor's quality control system shall include the manufacture, production, and support of GMCP MK 437 units. The Contractor's quality control system model shall be compliant with the requirements of AS9100.

4.7.3 The Contractor shall track and maintain documentation for COTS/NDI quality assurance in the Contractor's quality control system for the duration of the contract. The Contractor shall provide a Quality Program Plan no later than 30 calendar days after award of contract. The Government will respond with approval or disapproval within 30 days after receipt. If the Government does not approve the Quality Program Plan, it will be returned to the Contractor with comments. The Contractor shall incorporate comments and resubmit to the Government no later than 15 calendar days after receipt of comments. Approval is for technical content and accuracy.

CDRL A008 Quality Program Plan

#### **4.8 Configuration Management**

4.8.1 The Contractor shall document and report all configuration non-conformances no later than five (5) business days after discovery. All configuration non-conformances shall be documented against the applicable Government Furnished Information (GFI) drawings using the Contractor's established configuration management system.

4.8.2 The Government's approval is required to implement all non-conformances into the GMCP MK 437 configuration. Prior to implementation of the non-conformance, the Contractor shall receive approval, in writing, from the COR.

CDRL A009 Notification of Critical Non-Conformance Report

#### **4.9 As-Built Configuration List**

4.9.1 The Contractor shall generate and deliver an As-Built Configuration List (ABCL) in the Microsoft Excel format for each GMCP MK 437 unit produced. The ABCL shall identify the specific GMCP MK 437 serial number and list all Configuration Items (CIs) of the unit as delivered to the Government, this includes the Display Assembly and all other items to the third indenture level. Serialized COTS items listed on the ABCL shall include the OEM serial number. The ABCL shall include a listing of configuration non-conformances incorporated, at sub-assembly level and up, into the GMCP MK 437 unit. Delivery of the ABCL shall be concurrent with each unit delivered. The Contractor shall coordinate with the COR for proper sequencing of serial numbers.

CDRL A010 As-Built Configuration (ABC) Bill of Material (BOM) List

#### **4.10 Engineering Change Proposals (ECPs)**

4.10.1 The Contractor shall develop draft Class I (major) and Class II (minor) ECPs resulting from Technical Data Package corrections and revisions or COTS component obsolescence during the production of GMCP MK 437

units, and shall submit the ECPs to the Government within 15 calendar days after the need is identified. The Government will respond with comments within 10 calendar days after receipt. The Contractor shall make the required changes/edits and resubmit to the Government within 10 calendar days after receipt of comments. The Contractor shall use MIL-HDBK-61 as guidance in preparing the ECPs. ECPs resulting in a change to the production engineering drawings shall include a new Revision number for each affected drawing documenting the changes to, or creation of, that drawing. Anticipated number of ECPs per year is 2-5.

CDRL A011 Engineering Change Proposal (ECP)

#### **4.11 Obsolescence Notification**

4.11.1 The Contractor shall verify present availability of COTS items required in the manufacture, production, and assembly of GMCP MK 437 units and shall submit a report indicating the availability status of each item within 30 calendar days after award of contract and shall submit subsequent reports when changes/updates are required.

4.11.2 The Contractor shall monitor End-of-Life announcements from the Original Equipment Manufacturers (OEM) of applicable components and notify the COR and PCO via electronic mail at least 90 days prior to the last-time-to-buy date of the component.

CDRL A012 Technical Report–Study/Services (Availability Report)

#### **4.12 Preventing Counterfeit Parts and Materials**

4.12.1 The Contractor shall maintain a Counterfeit Prevention Plan that documents procedures to minimize the risk of procuring and/or using counterfeit parts and materials. The Contractor shall not procure parts or materials from unauthorized sources (e.g. independent distributors or brokers) except as outlined below.

4.12.2 If the materiel is currently in production or currently available, the materiel shall be obtained only from authorized sources. Authorized sources are the OEMs, a source with the express written authority of the OEM, or an OEM authorized aftermarket manufacturer. If the material is not in production or currently available from authorized sources, the material shall be obtained from suppliers that meet counterfeit avoidance criteria in the following Industry Standards – SAE AS5553A; SAE AS5452; SAE AS6081; SAE ARP6178; SAE AS6174; SAE AR6171; SAE AS6301; and IDEA-STD-1010.

4.12.3 The Contractor shall notify the COR and PCO via electronic mail when critical or high risk materiel cannot be obtained from an authorized source. The Contractor shall take mitigating actions to authenticate the materiel if purchased from another source. The Contractor shall report instances of counterfeit and suspect counterfeit materiel to the COR, PCO, and the Government Industry Data Exchange Program as soon as the Contractor becomes aware of the issue.

#### **4.13 Packaging, Handling, Shipping, and Transportation**

4.13.1 The Contractor shall utilize MIL-STD-2073-1 for packaging, handling, and shipping requirements for all GMCP MK 437 units to ensure no operational or functional damage shall result under normal commercial handling and shipping from the assembly point to the delivery point.

#### **4.14 Deliverables**

4.14.1 The Contractor shall ensure all deliverables provided against this contract contain the appropriate classification marking and distribution statement. All Controlled Unclassified Information (CUI) must be marked

and protected according to applicable laws, regulations, and government-wide policies.

4.14.2 The Government reserves the right to reject deliverables without the appropriate marking and distribution statement and for errors. The Contractor shall correct the deliverable and resubmit to the Government within three (3) working days after receipt of rejection.

4.14.2 Mark CUI according to the DoDI 5200.48, March 6, 2020, and apply Distribution Statements according to DoDI 5230.24, August 23, 2012.

4.14.3 Deliverables provided under this requirement may contain technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

4.14.4 Destruction Notice for classified documents, follow the procedures in DoD 5220.22-M, Industrial Security Manual, Section 11 - 19 or DoD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

4.14.5 Government documentation shall be destroyed upon completion of the contract. Use of Government documentation for commercial purposes is forbidden.

#### **4.15 Government Furnished Information**

4.15.1 To facilitate production and delivery of the GMCP MK 437 units, GFI (Attachment J-1) will be provided within 60 calendar days after contract award and shall only be used to execute the requirements delineated in the SOW. All GFI shall be returned to the Government after requirements are complete but before the contract performance end date, and all virtual GFI shall be deleted. The Contractor does not have any rights to the GFI or any derivatives thereof.

4.15.2 The following will be provided as GFI:

- a. Firmware/Operating environment to be loaded on the GMCP
- b. Engineering Drawings listed in GFI FORM
- c. Engineering Documentation listed in Section 2.1
- d. Gerber Plot Files for Dimmer CCA 7244553
- e. Gerber Plot Files for Velocimeter Communications Failsafe CCA 7625460
- f. Approved ECPs 972-664 through 683, 972-762 and 982-001 through 049
- g. GMCP Touch Screen Diagnostic ("Button Test") binary and/or source

4.15.3 The Contractor shall manage GFI and complete/update the GFI form (Attachment J-1) for all GFI in the custody of the Contractor and deliver it by the 10th day of each month.

(CDRL A013) Government Furnished Information Form

CLAUSES INCORPORATED BY FULL TEXT

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-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 TBD dated TBD in response to Solicitation No. N6339423R0001.

(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)

#### C-223-H003 EXCLUSION OF MERCURY (NAVSEA) (MAR 2019)

(a) Definitions. As used in this text:

*Article* means a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has end use function(s) dependent in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use does not release more than very small quantities, e.g., minute or trace amounts of a hazardous chemical, and does not pose a physical hazard or health risk to employees.

*Boundary of containment* means a continuous tight seal (barrier) to prevent the release of functional mercury during normal operation and maintenance. Examples include the exterior of a fluorescent lamp, glass capsule of a mercury switch, and container for mercury reagents. A double boundary of containment consists of two independent seals.

*Functional mercury* means mercury or mercury compound(s) contained in equipment that is required for the equipment to operate properly, such as that found in mercury switches, fluorescent lamps, flat-panel monitors, thermostats, thermostat probes, small coin type batteries, barometers, and dental amalgams.

*Hardware* means any article, container, piece of material, individual part, subassembly, assembly, component, or system to which mercury control requirements apply.

*Mercury-free* means hardware that does not contain functional mercury and is not contaminated by mercury or mercury compounds.

*Portable* means items that are frequently transported during normal operation. Desk lamps, shop lights, and hand-held instruments are considered portable, while bulbs in stationary light fixtures are not. In general, items that require transport only during maintenance, installation, and removal of the items are not considered portable.

(b) The Contractor, and all subcontractors and vendors, shall ensure that mercury or mercury containing compounds are not intentionally added to, or come in direct contact with, hardware or supplies furnished under this contract.

(1) The Contractor shall ensure that mercury and mercury compounds are not taken onboard naval vessels by Contractor, subcontractor, or vendor personnel except for functional mercury used in batteries, dental amalgams, fluorescent lamps, flat-panel monitors, required instruments, sensors or controls, weapon systems, and chemical analysis reagents specified by the Naval Sea Systems Command (NAVSEA).

(2) Portable fluorescent lamps and portable instruments containing elemental mercury must be shock-proof in accordance with MIL-DTL-901E entitled Requirements for Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems and have mercury enclosed by a double boundary of containment. Some devices with liquid crystal display (LCD) screens utilize a fluorescent bulb backlight to illuminate the LCD screen. No additional restrictions or controls apply to devices with LCD screens; however, the Contractor shall remove the LCD screen and seal it in plastic following any evidence that the backlight failed.

(3) For Submarines, any use of mercury containing items must be approved as required by the Nuclear Powered Submarine Atmosphere Control Manual (S9510-AB-ATM-010/U) Volume 1.

(4) The Contractor shall ensure that mercury and mercury compounds do not contact hardware surfaces in systems covered by NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submarine air systems, level I systems per NAVSEA Publication 0948-LP-045-7010, NAVSEA Material Control Standard, or the submarine safety program (SUBSAFE) surfaces during maintenance or repair. Such hardware is designated as mercury-free. The Contractor shall ensure that all other hardware that could be structurally degraded by contamination with elemental mercury or reactive mercury compounds is separated from it by sufficient distance, or boundaries of containment that effectively prevents contact in all but the most extreme circumstances.

(5) The Contractor shall check any hardware surfaces in the above systems which are known or suspected to have come in contact with mercury or mercury compounds for evidence of structural degradation and external mercury contamination. The existence of external mercury contamination can be determined following MIL-STD-2041D entitled Control of Detrimental Materials.

(6) The presence of mercury in a product may be determined by checking product labeling on material safety data sheets or safety data sheets. Chemical analysis is not required.

(7) The Contractor shall dispose of any mercury and mercury compounds in accordance with OPNAV Manual (OPNAV M-5090.1) entitled Environmental Readiness Program Manual of 10 January 2014.

(8) If the use of mercury or mercury compounds cannot be avoided, a risk assessment and waiver request, if required, must be performed and submitted per the NAVSEA Hazardous Material Avoidance Process (T9070-AL-DPC-020/077-2). For systems covered by the NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submit the risk assessment and waiver request, if required to Nuclear Propulsion (NAVSEA 08).

(c) In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous



Materials (NAVSEA 05P5) via the cognizant contract administration safety office. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

(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-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-233-H001 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--BASIC (NAVSEA) (OCT 2018)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

(End of text)

#### 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 30 days after award of the contract. The meeting will be held at the address below:  
Location/Address: TBD

(b) The contractor will be given 10 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.

(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.

(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-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:

TBD

(Name of Individual Sponsor)

TBD

(Name of Requiring Activity)

TBD

(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-H003 PACKAGING OF SUPPLIES—ALTERNATE I (NAVSEA) (AUG 2019)

Item(s) 0001, 0002, 0003, 0004 and 0005 The supplies furnished hereunder shall be packaged in accordance with MIL-STD-2073-1E with Change 4 dated 22 April 2019.

(End of text)

## D-247-H005 MARKING AND PACKING LIST(S) – ALTERNATE I (NAVSEA) (OCT 2018)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R with Change 1 dated 24 May 2018.

(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 in accordance with the above cited MIL-STD. 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 DD Form 1348-1 or DD Form 1348-1A is applicable and an 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. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

(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 [*insert location*]." 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	N/A	N/A	N/A	N/A
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	N/A
0002AA	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	N/A
0003AA	Destination	Government	Destination	Government
0004	N/A	N/A	N/A	N/A
0004AA	Destination	Government	Destination	Government
0005	N/A	N/A	N/A	N/A
0005AA	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

## 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-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)

## 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 NSWC PHD, in writing, when the material will be inspected and/or tested. A minimum of 10 working days is required to arrange such a visit.

(End of text)

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001AA	52 wks. AOE	5	NSWC PORT HUENEME DIVISION TBD 4363 MISSILE WAY PORT HUENEME CA 93043 FOB: Destination	
0001AB	52 wks. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0002	N/A	N/A	N/A	N/A
0002AA	52 wks. AOE	9	NSWC PORT HUENEME DIVISION TBD 4363 MISSILE WAY PORT HUENEME CA 93043 FOB: Destination	
0003	N/A	N/A	N/A	N/A
0003AA	52 wks. AOE	10	NSWC PORT HUENEME DIVISION TBD 4363 MISSILE WAY PORT HUENEME CA 93043 FOB: Destination	
0004	N/A	N/A	N/A	N/A
0004AA	52 wks. AOE	9	NSWC PORT HUENEME DIVISION TBD 4363 MISSILE WAY PORT HUENEME CA 93043 FOB: Destination	
0005	N/A	N/A	N/A	N/A

0005AA 52 wks. AOE	8	NSWC PORT HUENEME DIVISION TBD 4363 MISSILE WAY PORT HUENEME CA 93043 FOB: Destination		
0006	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.211-8	Time of Delivery	JUN 1997
52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	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
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

## CLAUSES INCORPORATED BY FULL TEXT

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

## (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.

**Invoice and Receiving Report**

(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.

**Not Applicable**

(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 item financing, submit a commercial item 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>
Pay Official DoDAAC	TBD
Issue By DoDAAC	N63394
Admin DoDAAC**	N63394
Inspect By DoDAAC	N63394
Ship To Code	N63394
Ship From Code	N63394
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A

LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

(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.

nswcpd.vendor.invoices@navy.mil

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

(End of clause)

#### 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):

This entire contract is fixed price.

(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: Christopher Seto

Address: 1205 Mill Road - Suite 2 Building 850 Port Hueneme, CA 93043-4307

Phone: 805-330-0396  
E-mail: christopher.t.seto.civ@us.navy.mil

(ii) The Contract Specialist is:

Name: John Peachey  
Address: 1205 Mill Road - Suite 2 Building 850 Port Hueneme, CA 93043-4307  
Phone: 805-228-8201;  
E-mail: john.t.peachey2.civ@us.navy.mil

(iii) The Administrative Contracting Officer (ACO) is:

Name: TBD  
Address: TBD  
Phone: TBD  
E-mail: TBD

(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 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  
Address: TBD  
Phone: TBD  
E-mail: TBD

(f) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is:

Name: TBD  
Address: TBD  
Phone: TBD  
E-mail: TBD

(g) The Contractor's point of contact for performance under this contract is:

Name: TBD

Title: TBD  
Address: TBD  
Phone: TBD  
E-mail: TBD

(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 by NAVSEA PHD. 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.

(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:

**The PCO will delegate all functions listed in FAR 42.302(a) to the ACO.**

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

**The PCO will retain all functions listed in FAR 42.302(b)**

(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
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
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
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
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
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	NOV 2021
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2021-O0008)	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	NOV 2020
52.219-33 (Dev)	Nonmanufacturer Rule (DEVIATION 2020-O0008)	SEP 2021

52.222-19 (Dev)	Child Labor - Cooperation with Authorities and Remedies (DEVIATION 2020-O0019)	JAN 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
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
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
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
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
52.232-16 (Dev)	Progress Payments (DEVIATION 2020-O0010)	NOV 2021
52.232-17	Interest	MAY 2014
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	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.246-23	Limitation Of Liability	FEB 1997
52.246-26	Reporting Nonconforming Items.	NOV 2021
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991



252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.208-7000	Intent To Furnish Precious Metals As Government--Furnished Material	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
252.211-7003	Item Unique Identification and Valuation	MAR 2022
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	OCT 2020
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.232-7004 (Dev)	DoD Progress Payment Rates (DEVIATION 2020-O0010)	MAR 2020
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	APR 2020
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browse/index/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 Supplement (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)

##### 52.217-7 VAR I OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION I) (OCT 2018)

The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the Schedule. If more than one option exists, the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

<u>ITEM(S)</u>	<u>LATEST OPTON EXERCISE DATE</u>
0001	12 Months ADC
0002	24 Months ADC
0003	36 Months ADC

0004	48 Months ADC
0005	60 Months ADC

(End of clause)

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

EXHIBIT A: LIST OF CDRLS

<b>DATA ITEM NO.</b>	<b>TITLE OF DATA ITEM</b>	<b>SUBTITLE (IF APPLICABLE)</b>	<b>AUTHORITY</b>	<b>SOW PARAGRAPH(S)</b>
A001	Status Report	N/A	DI-MGMT-80368A	4.1.2
A002	Meeting Agenda	N/A	DI-ADMN-81249C	4.1.3.1
A003	Meeting Minutes	N/A	DI-ADMN-81250C	4.1.3.1
A004	Environmental Stress Screening Procedures and Implementation Plan	N/A	DI-ENVR-81014A	4.5.4
A005	Environmental Stress Screening (ESS) Report	N/A	DI-ENVR-81663	4.5.5
A006	Test Procedure	N/A	DI-NDTI-80603A	4.6.4.1
A007	Acceptance Test Report (ATR)	N/A	DI-QCIC-81891	4.6.4.2
A008	Quality Program Plan	N/A	DI-QCIC-81722	4.7.3
A009	Notification of Critical Non-Conformance Report	N/A	DI-SAFT-81985	4.8.1 & 4.8.2
A010	As-Built Configuration (ABC) Bill of Material (BOM) List	N/A	DI-SESS-81903	4.9.1
A011	Engineering Change Proposal (ECP)	N/A	DI-SESS-80639E	4.10.1
A012	Technical Report–Study/Services	Availability Report	DI-MISC-80508B	4.11.1 & 4.11.2
A013	Revisions to Existing Government Documents	Government Furnished Information Form	DI-ADMN-80925A	4.15.3

LIST OF ATTCHMENTS

The following document(s), exhibit(s) and other attachments(s) form a part of this contract:

J-1: GFI List

JS-01: Price Summary Spreadsheet

JS-02: TDP/GFI Request Form

JS-03: Past Performance Information Form

In addition to the documents listed above, portions of the successful Offeror's proposal may be incorporated at contract award. Attachments with the JS prefix are for proposal purposes only and will be removed at contract award.

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

## CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334511.

(2) The small business size standard is 1,250.

(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 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 I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
  - (D) 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.
  - (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.
  - (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)

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

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

(2) If the provision at FAR 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 (e) 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:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

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

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

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

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

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

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

\_\_\_ Use with Alternate I.

X (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

\_\_\_ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_ (vii) 252.232-7015, Performance-Based Payments--Representation.

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

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

(a) The need for customary progress payments in accordance with subpart 32.5 of the Federal Acquisition Regulation (FAR) or performance-based payments in accordance with FAR subpart 32.10 will not be considered as a handicap or adverse factor in the award of the contract.

(b) This solicitation includes a FAR and Defense Federal Acquisition Regulation Supplement (DFARS) clause for performance-based payments and a FAR clause for progress payments. The resultant contract will include either performance-based payments or progress payments, not both, except as may be authorized on separate orders subject to FAR 32.1003(c).

(1) The performance-based payments clauses will be included in the contract if--

(i) The Offeror has provided positive representation in response to DFARS 252.232-7015, Performance-Based Payments--Representation;

(ii) The Offeror proposes a performance-based payment arrangement in accordance with FAR 52.232-28, Invitation to Propose Performance-Based Payments, including proposed events and timing, event completion criteria, event values, and expected expenditure profile; and

(iii) The Offeror and the Government reach agreement on all aspects of the arrangement.

(2) If performance-based payments clauses are not included in the resultant contract, the progress payments clause included in this solicitation will be included in any resultant contract, modified or altered if necessary in accordance with FAR 52.232-16 and its Alternate I. Even though the progress payments clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of provision)

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

### 1.0 GOVERNMENT-WIDE POINT OF ENTRY (GPE)

This solicitation will be made available only through the Government wide point of entry (GPE) at the SAM.gov website (<https://sam.gov>). From time to time, the Government may post additional information to the SAM.gov website relating to this solicitation (e.g. responses to questions, solicitation amendments, etc.). It is the responsibility of prospective Offerors to monitor the SAM.gov website for any such information.

### 1.1 GENERAL INFORMATION

1.1.1 Offerors shall respond to all requirements of the solicitation and shall not alter or rearrange the solicitation. Offerors are advised that the Government may incorporate any portion of the Offeror's proposal into the resulting contract.

1.1.2 Offerors shall submit a proposal that is sufficiently detailed and complete to fully demonstrate understanding of, and compliance with, all of the requirements of the solicitation. The Offeror shall provide sufficient details and convincing rationale that address how the Offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of its facilities, capabilities, or experience. The Offeror must include sufficient details to permit a complete and accurate evaluation of the proposal. The proposal must demonstrate the Offeror's understanding of the requirements and the feasibility of the approaches to meet those requirements. It is an Offeror's responsibility to articulate clearly its ability to meet the requirements. Proposals that merely reiterate the SOW without providing more than an indication of capability of compliance with the technical requirements without elaboration will be deemed unacceptable and will not be considered further.

1.1.3 General statements such as, "the Offeror understands," "the Offeror can" or "the Offeror will comply with the requirements," "standard procedures will be used," "well-known techniques will be used," or statements which merely paraphrase the solicitation in whole or in part, **DO NOT** constitute compliance with the requirements for proposal content. **DO NOT** merely reiterate the objectives or reformulate the requirements specified in the solicitation.

1.1.4 Offerors shall submit a proposal encompassing all of the line items listed in Section B of this solicitation.

1.1.5 Offerors shall not assume that previously submitted data or prior experience presumed to be known to the Government (e.g., previous projects performed for the Government) will be considered as part of the proposal.

1.1.6 Exceptions or deviations from any term or condition of the solicitation may result in the assessment of a deficiency to the proposal.

1.1.7 The proposal shall address the information listed in Section L and must be UNCLASSIFIED.

1.1.8 The completion and submission of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions in this solicitation.

1.1.9 The Government intends to evaluate proposals and award a C-Type contract for the production of the GMCP. Award will be made to the responsible Offeror whose proposal represents the lowest priced, technically acceptable offer, based on the selection criteria set forth in Section M of the solicitation.

1.1.10 To be considered for award, The Offeror must insert 270 days in Block 12 of the SF 33 to ensure adequate time or proposal evaluation and contract award.

1.1.11 If the Offeror's Representations, Certifications, and Other Statements of Offerors are available, active, and valid in SAM (<https://www.sam.gov>); the Offeror may reference them in Volume I the Offer/Contract Information and decline to complete the portions of Section K of the SF 33 which are already present in SAM. The Offeror bears the burden of:

- (1) Ensuring all information referenced in SAM is current accurate and complete
- (2) Ensuring any necessary information not present in SAM is provided within the Offeror's proposal

## **1.2 START DATE FOR USE IN COST PROPOSAL**

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract start date of 28 April 2023. This date is only an estimate of the anticipated contract start date and will be used for the purpose of proposal evaluation only. A definitive start date will be incorporated into the contract order award document. Offerors are further advised that the Government anticipates award of this requirement in April 2023.

**FAILURE TO FOLLOW THE INSTRUCTIONS OR CONFORM TO ALL REQUIREMENTS OUTLINED IN THIS SOLICITATION MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

## **1.3 COMMUNICATIONS WITH THE GOVERNMENT**

Unless otherwise specified, the NSWC PHD PCO and Contract Specialist are the sole Government points of contact for this acquisition. Communications regarding this solicitation with any Government personnel other than the PCO and designated Contract Specialist are strictly prohibited and may result in the Offeror being determined ineligible for award.

Mr. Christopher Seto  
PCO  
[christopher.t.seto.civ@us.navy.mil](mailto:christopher.t.seto.civ@us.navy.mil)

Mr. John Peachey  
Contract Specialist  
[john.t.peachey2@us.navy.mil](mailto:john.t.peachey2@us.navy.mil)

## **1.4 SUBMISSION OF QUESTIONS**

See L-215-H007, Alt I of this solicitation.

## **1.5 PROPOSAL SUBMISSION**

1.5.1 Proposals shall be submitted electronically via DoD SAFE at website <https://safe.apps.mil/> no later than the date and time specified on the cover page of the solicitation in order to be considered for award. Proposal submissions not conforming to submission requirements may not be evaluated, and the Offeror may be determined ineligible for award.

## **1.6 TECHNICAL DATA PACKAGE AND GOVERNMENT FURNISHED INFORMATION**

It is anticipated a copy of the Technical Data Package (TDP) and Government Furnished Information (GFI) will be required for an Offeror to provide an acceptable proposal. Requests for a copy of the TDP and GFI shall be sent via electronic mail, within twenty (20) calendar days after issuance of this solicitation, to the PCO and designated



Contract Specialist using the form attached as Attachment JS-02. To obtain a copy of the TDP and GFI, the Offeror must complete the form in its entirety. Failure to submit a completed form will result in the Offeror not obtaining copy of the TDP and GFI. After receipt of the Offeror's form (JS-02), the PCO or designated Contract Specialist will provide the Offeror with a copy of the TDP and GFI within two business days.

## 1.7 PROPOSAL FORMAT

Offeror shall comply with the instructions for the format and content for the proposals. Proposals that do not comply with these instructions may be considered deficient and may render the Offeror ineligible for award. The electronic proposal shall be prepared so that, if printed, the proposal meets the following format requirements:

- (a) Clearly legible and on 8.5 x 11 inch paper;
- (b) 1-inch margins on all sides;
- (c) Single-spaced typed lines;
- (d) 12-point Times New Roman font text;
- (e) The font size for text contained in embedded graphics (tables and illustrations) shall be no smaller than 10-point Times New Roman font;
- (f) All files shall be compatible with Microsoft Office (Word, Excel, PowerPoint or Adobe Acrobat);
- (g) All file names shall include the Offeror's company name and title/subject of file content; all files shall be named with file extension .doc, .xls, .ppt or .pdf (or current equivalent);
- (h) No graphics or pictures other than graphs/tables/charts as may be required or necessary;
- (i) Photographs or hyperlinks are not permitted;
- (j) Newspaper column formatting is not permitted; and
- (k) No ZIP files.

## 1.8 PAGE LIMITATIONS

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read, will not be considered, and will not be included in the evaluation of the proposal. Graphs, charts, and tables are included in the page count. The following are not included in the page limitations and will not count against the page limitations for their respective volumes:

- (a) Title page
- (b) Table of contents
- (c) Glossary of terms, abbreviations, and acronyms

## 1.9 PROPOSAL ORGANIZATION

The Offeror shall prepare the proposal as set forth in the Proposal Organization Table below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits specified in the table. All pages of the Technical Proposal and Cost Proposal shall be numbered.

Volume	Volume Title	Page Limit
I	Offer/Contract Information	5
II	Technical Proposal	20
III	Past Performance (Past Performance Information Form) *Copy of Performance Evaluation Report or Other Documentation (If Required)	5 *5
IV	Price Proposal SF 33, Section B, Section K	No Page Limit

## **2.0 VOLUME I – OFFER/CONTRACT INFORMATION**

### **2.1 COVER LETTERS**

Volume I, Offer/Contract Information. The proposal shall include a cover letter. The cover letter submitted with Volume I, shall be considered the “first page of the proposal” (see FAR 52.215-1) and shall include the elements, listed below, required by FAR 52.215-1(c)(2):

- (a) The solicitation number;
- (b) The name, address, telephone, email address (if available) and facsimile numbers of the Offeror;
- (c) A statement specifying the extent of agreement with 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 (to facilitate evaluation and direct comparison of received proposals, submitted proposals which do not unconditionally agree with all terms, conditions, and provisions included in the solicitation may be rejected and the Offeror may not be considered further for award);
- (d) Names, titles, telephone, email address (if available), and facsimile numbers of persons authorized to negotiate on the Offeror’s behalf with the Government in connection with this solicitation; and name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office;
- (e) The name, telephone number, and email address of the Offeror’s assigned DCAA Auditor;
- (f) The name, telephone number, and email address of the Offeror’s assigned DCMA Administrative Contracting Officer;
- (g) The Offeror’s Dunn and Bradstreet (DUNS) number;
- (h) The Offeror’s Commercial and Government Entity (CAGE) code;
- (i) A statement certifying electronic data submitted is free of computer viruses and other malware;
- (j) A statement certifying the proposal is valid for at least 270 days from proposal submission; and
- (k) A statement providing unconditional agreement with all terms, conditions, and provisions included in the solicitation.

### **2.2 VOLUMES II - IV SHALL INCLUDE A COVER LETTER, CONTAINING:**

- (a) Offeror name and address;
- (b) Offeror point of contact, phone number(s), and email address;
- (c) Offeror CAGE code and DUNS number;
- (d) Title of proposal, proposal number, and solicitation number N63394-23-R-0001; and
- (e) Volume number and title (e.g. “Volume II – Technical Capability”)

### **2.3 TABLE OF CONTENTS AND GLOSSARY OF TERMS**

To facilitate evaluation of each proposal received, Volumes II-IV shall include the following:

- (a) Table of Contents, Tables, and Figures. The Table of Contents should include the first through third level section titles. A separate list of tables and figures utilized in the proposal volume should be appended at the end of the Table of Contents; and
- (b) Glossary of Terms, Abbreviations, and Acronyms. The Glossary of Terms, Abbreviations, and Acronyms shall include all utilized abbreviations, acronyms, all terms which are either newly introduced, uncommon, or specialized and key words, phrases, or alphanumerical terms, and refer to where they appear in the text of the proposal volume.

## **3.0 VOLUME II – TECHNICAL PROPOSAL**

- (a) Volume II shall not include price information. Inclusion of pricing information in any Volume other than Volume IV may result in rejection of the Offeror's proposal.
- (b) The Technical Capability (Factor 1) proposal shall be specific and complete. Legibility, clarity, and coherence are very important. Offeror's responses will be evaluated against the Technical Capability (Factor 1) defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology you have used or would use for accomplishing/satisfying the requirements for this Factor. Subsections 3.1.1, 3.1.2, and 3.1.3 are not considered subfactors and will not be separately rated.
- (c) Proposals may include block diagrams, flow diagrams, drawings, and interface descriptions required to describe the Offeror's proposed concept.

### 3.1 TECHNICAL CAPABILITY (FACTOR 1)

- (a) Offerors shall describe in sufficient depth of detail their capability and ability to meet the requirements set forth in the solicitation Section C, SOW.
- (b) Offerors shall describe previous relevant experience in performing similar efforts as this solicitation. Offerors shall describe relevant experience that demonstrates successful results and, if applicable, describe any problems encountered and how they were resolved.
- (c) Relevant experience and capabilities shall align to the paragraphs in the SOW and all information shall be contained only in the paragraph referenced. If the same experience or capability meets multiple paragraphs in the SOW, the information shall be repeated in all cognizant paragraphs.

#### 3.1.1 PRODUCTION CAPABILITY

- (a) Offerors shall demonstrate their ability to produce hardware units conforming to the specified design and meeting the required specifications in the quantities and timeframes required by this solicitation. Offerors shall address equipment, technologies, and skills proposed to manufacture the GMCP.
- (b) Offerors shall describe their capability and experience to conduct functional and operational testing.
- (c) Offerors shall describe their capability and experience working with TDP, specifications, and drawings.
- (d) Offerors shall describe their processes and methods used to develop and manage CLASS I (major) and Class II (minor) ECPs.
- (e) Offerors shall describe their processes and methods used to identify and manage counterfeit parts and materials, as well as demonstrate their ability for preventing the use of counterfeit parts and materials in its production.
- (f) Offerors shall describe their processes and methods used for configuration management and obsolescence management.

#### 3.1.2 FACILITY MANAGEMENT

The Offeror shall describe their facility and equipment that are available and proposed for the execution of the Offeror's proposed approach, including necessary personnel, engineering, development, assembly, integration, repair, modification, and test facilities consistent with the size and scope of the requirement of this solicitation.

#### 3.1.3 PACKAGING HANDLING, STORAGE AND TRANSPORTATION

The Offeror shall describe their Packaging Handling, Storage and Transportation process, and provide evidence that the process will support timely delivery of the GMCP free from damage during production facility handling, and transit and/or storage.

### 4.0 VOLUME III - PAST PERFORMANCE (FACTOR 2)

- (a) The Offeror shall submit one (1) recent and relevant Past Performance Information Form (PPIF) for which they were the Prime Contractor, using the format provided in Attachment JS-03.

- (b) PPIF submitted shall be limited to five (5) pages and encompass recent and relevant experience from a previous project. A project is recent if it is completed (or in process) within five (5) years of the closing date of the solicitation.
- (c) The contract identified in the PPIF shall be relevant in that it is of similar scope, complexity, and magnitude to the effort in this solicitation and provides the most context and ability to measure whether the Offeror will successfully satisfy the requirements in the solicitation. Common aspects for determining relevancy include manufacturing similar items, complexity, dollar value, and contract type. Emphasis shall be placed on Department of the Navy (DoN) contracts that are similar in nature to the work required by the solicitation or that demonstrate the Offeror's ability to perform the proposed effort. If the Offeror does not have information on DoN contracts or is not currently performing any DoN contracts, the Offeror shall submit information for Federal, commercial, or other customers in that order of preference.
- (d) The Government intends to obtain and review past performance information from the Government-wide Contract Performance Assessment Reporting System (CPARS) and any other existing past performance information on recent and relevant contracts.
- (e) For Offerors without a Government contract past performance history, the Offeror shall submit with their PPIF copies of any performance evaluation reports or other documentation that reflects the formal performance assessments of the Offeror by its customer on the performance cited in the PPIF. Offerors submitting performance evaluation reports or other documentation with their PPIF are limited to five (5) pages total.
- (f) The Government reserves the right to determine the relevancy of past performance information and to verify statements and representations made in the Offeror's proposal. The past performance provided must be described in sufficient detail to enable the Government to conduct an evaluation in accordance with the Solicitation's Section M.
- (g) Offerors are advised that in conducting the evaluation of the Offeror's past performance, the Government:
  - 1. May review appropriate agency past performance databases;
  - 2. May contact any or all references in the proposal and third parties (such as other customers, other Government Contractors, the Environmental Protection Agency, the Department of Labor, other Federal, state and local regulators, consumer protection organizations, etc.) for performance information; and
  - 3. Reserves the right to use any such information received as part of its evaluation of the Offeror's past performance.
- (h) Offerors lacking a relevant past performance record, or for whom information on past performance is not available, shall be evaluated neither favorably nor unfavorably for past performance.

#### **5.0 VOLUME IV – COST PROPOSAL (FACTOR 3)**

- (a) No technical information shall be submitted as part of the Price Proposal.
- (b) Offered pricing shall be entered on Section B of the submitted SF 33. Only pricing entered on Section B of the SF 33 will be considered when determining the Total Evaluated Price (TEP).
- (c) Offerors shall complete the SF 33 in its entirety. Common mistakes include:
  - 1. Failing to complete all of the blocks 12-18 on the first page
  - 2. Failing to list pricing for all Contract Line Items Number (CLINs) quantities in Section B
  - 3. Failing to complete Section K in its entirety. However, the Offeror may decline to complete the portions of Section K of the SF 33 that are already present in SAM in accordance with Section L 1.1.11 of this solicitation
  - 4. Failing to insert 270 days in Block 12 of the SF 33

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	JUL 2021
52.211-7	Alternatives to Government-Unique Standards	NOV 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.215-7008	Only One Offer	JUL 2019
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	JUL 2019
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018

#### 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 ☐ DX rated order; ☒ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) contract 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 by obtaining written and dated acknowledgment of receipt from Christopher Seto, Christopher.t.seto.civ@us.navy.mil

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

(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 address:

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

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(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 NSWC PHD, 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-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 April 28, 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-211-W003 TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – SUPERSEDING PART NUMBERS (NAVSEA) (OCT 2018)



If any part number shown is obsolete, has been or is being changed, or is considered by the manufacturer to be incorrect or unavailable for any reason, then it is requested the offeror so indicate in its proposal/quotation and furnish, for the superseding part number, each of the following:

- (a) installation drawing;
- (b) assembly drawing;
- (c) manufacturer's test report;
- (d) complete set of performance data; and
- (e) explanatory information setting forth in detail differences between the item specified and the one being offered.

(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 15 calendar days after issuance 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)

## Section M - Evaluation Factors for Award

**1.0 GENERAL INFORMATION**

- (a) The contract resulting from this solicitation will be awarded to that offeror whose offer is found to be acceptable in Factors 1 - Technical Proposal and Factor 2 - Past Performance; conforms to the solicitation requirements; and is determined the Lowest Price Technically Accepted (LPTA).
- (b) The Government reserves the right to verify independently any information contained in the proposal.
- (c) The Government reserves the right to obtain and verify past performance information from any other existing past performance information on recent and relevant contracts.
- (d) The Government will evaluate each Offeror's experience and capability and ability to meet the requirements set forth in the solicitation Section C, SOW. It is the Offeror's responsibility to provide sufficient information and evidence which clearly demonstrates its ability to satisfactorily perform the requirements.
- (e) Each factor will be evaluated on a stand-alone basis; however, information submitted in response to one (1) factor of the proposal may be used to assist the Government in evaluating responses to other factors of the proposal.
- (f) Technical Proposals which are found to be unrealistic, may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity of the proposed work and may be grounds for rejection of the proposal.
- (g) Offerors are cautioned that the Government reserves the right to make award based on initial offers without discussions with Offerors. Therefore, it is imperative that the information provided in the Offeror's response to the solicitation be complete and accurate and that the prices proposed be the Offeror's best terms. Each initial offer should contain the Offeror's best terms from a price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions may be conducted with those Offerors determined to be in the competitive range. An offer must be acceptable in Factors 1 and 2 in order for the Offeror to be eligible for award.
- (h) Materially unbalanced pricing may result in proposal rejection (see FAR 52.215-1(f)(8)).

**OFFERS THAT DO NOT CONFORM TO THE REQUIREMENTS STATED HEREIN MAY BE DETERMINED UNACCEPTABLE AND MAY BE REJECTED WITHOUT FURTHER EVALUATION.**

**2.0 RATINGS**

Factor 1 - Technical Capability will be rated on an "Acceptable or "Unacceptable" basis as follows:

<b>RATING FOR FACTOR 1 - ACCEPTABLE/UNACCEPTABLE</b>	
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.

Factor 2 - Past Performance will be rated on an "Acceptable or "Unacceptable" basis as follows:

<b>RATING FOR FACTOR 2 - ACCEPTABLE/UNACCEPTABLE</b>	
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.

**2.0 EVALUATION FACTORS**

The Government will evaluate the Offeror's proposal in accordance with the following factors and elements:

<b>EVALUATION FACTORS</b>	
Factor 1	Technical Capability
Factor 2	Past Performance
Factor 3	Total Evaluated Price

## **2.1 TECHNICAL CAPABILITY – FACTOR 1 (ACCEPTABLE/UNACCEPTABLE)**

- (a) The Government will evaluate this factor on an Acceptable/Unacceptable basis using definitions of acceptable or unacceptable described in Section M, 2.0 RATINGS. Subsections 3.1.1, 3.1.2, and 3.1.3 located in Section L are not considered subfactors and will not be separately rated.
- (b) Each Offeror will be evaluated on its capability and ability to perform the requirements set forth in the solicitation Section C, SOW based on relevant technical expertise and experience. This will include the Offeror's demonstration of experience performing the type of work covered in the SOW.
- (c) The technical evaluation will be an assessment of the Offeror's ability to meet the requirements of the TDP, to include but not be limited to, the SOW, specifications, and drawings.
- (d) The evaluation will also consider the successful application of Government and industry standards and best practices and innovative approaches that add value to the project/program and benefitted the Government. The objective of the evaluation is to:
  - 1. Develop insight into the Offeror's experience with performing similar efforts as this solicitation and determine capability and ability to perform the requirements in this solicitation;
  - 2. Determine capability and adherence to the testing requirements per the SOW; and
  - 3. Determine the degree to which the Offeror has previously encountered the kinds of work, uncertainties, challenges, and risks that it is likely to encounter under the prospective contract.

### **2.1.1 PRODUCTION CAPABILITY**

Each Offeror will be evaluated on its procedures and processes and equipment, technologies, and skills utilized for the production of GMCPs, including performing functional, operational, and acceptance tests, experience with TDPs, specifications, and drawings, and its handling and management of CLASS I and Class II ECPs; identifying and preventing the use of counterfeit parts and materials; and configuration and obsolescence management.

### **2.1.2 FACILITY MANAGEMENT**

Each Offeror will be evaluated on its ability to demonstrate its facilities can adequately fulfill the production throughput and schedule requirements in accordance with Section F of this solicitation. Production and schedule requirements shall assume maximum quantities per year. Adequacy will be determined by a clear correlation of the Offeror's proposed use of facilities for the successful completion of the contract requirements at maximum production levels.

### **2.1.3 PACKAGING HANDLING, STORAGE AND TRANSPORTATION**

Each Offeror will be evaluated on its packaging handling, storage, and transportation processes and procedures and its ability to demonstrate its facilities can securely store the production throughput. Production requirements shall assume timely delivery of maximum quantities per year.

## **2.2 FACTOR 2: PAST PERFORMANCE (ACCEPTABLE/UNACCEPTABLE)**

- (a) Factor 2 is an assessment of the Offeror's probability of successfully performing the solicitation requirements based on how well the Offeror performed on previous contracts. This assessment is based on the Offeror's record of relevant and recent past performance information that pertain to the products/services outlined in the

solicitation. The Government will evaluate the Offeror's experience that is relevant to the recency of this requirement, and the quality of relevant experience. The aspects of relevancy that will be considered are similar items, complexity, dollar value, and contract type or other comparable attributes.

- (b) In addition to the source identified by the Offeror as set forth in Section L of the solicitation, the Government may review CPARS ratings and other existing past performance ratings on relevant contracts. The Government may also review other relevant past performance information contained in local files and other sources, including Federal, State, and local Government agencies, Better Business Bureaus, published media and electronic databases. The Government may also use the evaluators' actual knowledge of an Offeror's past performance. General trends in a Contractor's past performance will also be considered.
- (c) 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 rating can be reasonably 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 ("Neutral") past performance. In the context of Acceptability/unacceptability, a neutral rating shall be considered "Acceptable."
- (d) If an Offeror receives a rating of "unacceptable" in Factor 1, the Government may not rate the Offeror's Past Performance as the Offeror will not be considered for award.

### 2.3 FACTOR 3: TOTAL EVALUATED PRICE

- (a) The TEP will not be characterized as "Acceptable" or "Unacceptable". The Government will use the LPTA method to evaluate proposals submitted in response to this solicitation. If adequate competition is received, the Government will only perform a price analysis to the extent that it is required, in accordance with FAR 15.404-1(b)(1). Priced offers will be evaluated for reasonableness and appropriateness of proposed amounts. The Government will evaluate all FFP CLINs for price reasonableness only. Price or Cost Realism will NOT be conducted.

For purposes of making an award decision, the Government will arrive at a TEP by evaluating the pricing for stepladder quantity CLINs. The pricing for stepladder quantity CLINs will be the product of a randomly selected evaluated quantity for each CLIN (one for the base year and each option year), and the Offeror's unit price associated with the randomly selected quantity for that CLIN. Whatever quantity is randomly selected per CLIN, all Offerors will be evaluated based on that same randomly selected quantity. The Government will multiply the proposed price for each CLIN by its randomly selected quantity, then add together the sum of all randomly selected CLIN quantities to arrive at a total price for each offeror. The Government will then evaluate the total prices of all offerors utilizing the LPTA methodology. Award will be made to the technically acceptable offeror with the lowest TEP.

Example:

Evaluated Quantity = 5

Stepladder Quantity	Unit Price	Total
1-3	\$1,500	\$0
4-6	\$1,200	\$6,000
7-9	\$1,000	\$0
<b>TOTAL</b>	N/A	<b>\$6,000</b>

Price breaks given for each stepladder within a CLIN are to apply to all units within that and lower quantity stepladders. i.e. The total price of the example 5 units will be calculated as \$6,000 (5 units x \$1,200 per unit), NOT \$6,900 (3 units x \$1,500 per unit + 2 units x \$1,200 per unit). The evaluated quantity in no way restricts the Government as to the number of units it may order under each line item. It is used solely for evaluation purposes. The Government reserves the right to order any quantity within a stepladder subject to 1) the

availability of funding at the time of option exercise and 2) in accordance with Section B, Note A. The contract will be a C-type contract, with fixed priced option CLINs for supplies. The inclusion of option quantity prices in arriving at a Total Price does not obligate the Government to exercise all or any part of the options.

- (b) Priced offers will be evaluated for reasonableness and completeness of the proposed amounts and for the Offerors' understanding of the proposal requirements. The inclusion of option prices in arriving at a "TEP" does not obligate the Government to exercise all or any part of the options. The Government may reject an offer as materially unbalanced if prices for the basic requirement or prices for the option quantities are unreasonable in comparison to each other. An unbalanced offer or proposal is one that is based on prices significantly less than cost for some work and/or significantly overstated for other work.
- (c) Analysis of data other than certified cost or pricing data (as defined at FAR [2.101](#)) provided by the Offeror will be analyzed to ensure a fair and reasonable price.
- (d) The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with Offerors in the competitive range; and to award the contract to the Offeror submitting the LPTA proposal.
- (e) The responsible Offeror submitting the LPTA offer will be selected for contract award. A responsibility determination shall be made for the presumed awardee. A presumed awardee may be determined to be non-responsible if it has an excessive amount of current awards or ongoing projects, is currently behind or has excessive rework issues on existing contracts, or is otherwise deemed an increased risk to the US Government for unsuccessful performance.

#### CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

#### CLAUSES INCORPORATED BY FULL TEXT

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)