

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A7		PAGE OF PAGES 1 87			
2. CONTRACT NO.		3. SOLICITATION NO. N0017822R4300		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 17 Jun 2022		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NSWCDD 1 ATTN: KRISTY MCKENNEY/0232 17632 DAHLGREN RD SUITE 157 DAHLGREN VA 22485 TEL: 540-284-0708 FAX:				CODE N00178		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Electronic Delivery Only</u> until <u>12:00 AM</u> local time <u>18 Jul 2022</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME KRISTY MCKENNEY		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 540-284-0708		C. E-MAIL ADDRESS Kristy.mckenney@navy.mil					
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES						
X	A	SOLICITATION/ CONTRACT FORM		1 - 2	X	I	CONTRACT CLAUSES		48 - 66		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		3 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS						
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT		5 - 16	X	J	LIST OF ATTACHMENTS		67		
X	D	PACKAGING AND MARKING		17 - 21	PART IV - REPRESENTATIONS AND INSTRUCTIONS						
X	E	INSPECTION AND ACCEPTANCE		22 - 25	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		68 - 71		
X	F	DELIVERIES OR PERFORMANCE		26 - 28							
X	G	CONTRACT ADMINISTRATION DATA		29 - 43	X	L	INSTRS, CONDS., AND NOTICES TO OFFERORS		72 - 83		
X	H	SPECIAL CONTRACT REQUIREMENTS		44 - 47	X	M	EVALUATION FACTORS FOR AWARD		84 - 87		
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 A - Solicitation/Contract Form

GENERAL INFORMATION

DESCRIPTION: The Naval Surface Warfare Center, Dahlgren Division (NSWCDD) has a need for the fabrication and delivery of prototypes and equipment in accordance with Government appropriate and qualified drawings, requirements, spec sheets, and/or data packages. The Contractor shall provide hardware fabrication, laser/EO, optical and opto-mechanical fabrication, hardware, integration for beam control and tracking, and integration for hardware prototypes or prototype production units and kits, source power and thermal management manufacturing and equipment for hardware prototypes or prototype production units and kits, source power and thermal management manufacturing and equipment.

The Government intends to award an Indefinite-Delivery-Indefinite-Quantity (IDIQ) Multiple Award Contract (MAC) covering a period of five (5) years. Delivery Orders issued under the MAC will be Firm-Fixed-Price (FFP) and, when combined for all awarded contracts, will not exceed \$75,000,000. NOTE: Clause G-216-H003 ORDERING PROCESS FOR MULTIPLE AWARD CONTRACTS (MACS) (NAVSEA) (MAY 2019) provides the standard ordering process under MACs. Although the process for Cost-Plus-Fixed-Fee (CPFF) orders is mentioned in this clause, the Government does not plan to issue CPFF orders under the resultant MAC.

This requirement is a full and open procurement. It is not a direct follow-on to any current effort.

The minimum amount requirements for this IDIQ contract being conducted under FAR 16.5 will be satisfied by the issuance of Delivery Order 0001 in the amount of \$500. Each MAC awardee's first Delivery Order will be funded/awarded at the contract minimum of \$500. The purpose of Delivery Order 0001 will be for the Contractor to attend the Post-Award Meeting.

Special attention is drawn to the text at G-216-H003. SeaPort-o will be used to issue solicitations for Delivery Orders, receive proposals, and award Delivery Orders. All awardees will be required to have a SeaPort portal account.

PROPOSAL DUE DATE: Proposals are required to be delivered to the location specified in Block 9 by the time and date specified. Initial orders are expected to be competed amongst the successful Offerors who are awarded a contract in response to this solicitation.

CRITICAL DATES: This solicitation represents the Government's requirements and shall be the governing document. All questions regarding this requirement shall be submitted by e-mail to regina.l.griffin4.civ@us.navy.mil and will be responded to as an attachment to the solicitation posting at <https://www.sam.gov> To provide ample time to adequately address all questions and, if necessary, amend the solicitation, all questions shall be submitted in accordance with L-215-H007.

GENERAL INFORMATION: During the solicitation phase, this General Information Section will be used to summarize Amendments issued. Following Contract Award, this General Information Section will be used to summarize the nature of subsequent modifications. The information contained in this General Information Section is only part of the modification being issued at that time. The information will not be repeated in subsequent conformed copies of the Task Order.

THE SOLICITATION AND PREVIOUS POSTINGS: Offerors should not rely on information contained in previous postings. This Solicitation represents the Government's requirements and shall be the governing document.

Section B - Supplies or Services and Prices

CLIN MIN/MAX QUANTITIES

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table:

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$500		\$75,000,000

The minimum amount requirements for this IDIQ contract being conducted under FAR 16.5 will be satisfied by the issuance of Delivery Order 0001 in the amount of \$500. Each MAC awardee's first Delivery Order will be funded/awarded at the contract minimum of \$500. The purpose of Delivery Order 0001 will be for the Contractor to attend the Post-Award Meeting.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	High Energy Laser Rapid Prototyping FFP Fabrication and delivery of prototypes IAW Section C, Statement of Work and the applicable Government qualified Data Package specified in individual Firm-Fixed-Price Delivery Orders. The Minimum and Maximum Amounts are listed in "CLIN MIN/MAX QUANTITIES" above. 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 PSC CD: 5999	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0002	Data in Support of CLIN 0001 (CDRLs)				

The Contractor shall deliver data requirements in accordance with Exhibit A, DD Form 1423, Contract Data Requirements List (CDRL) as specified at the Delivery Order level. Refer to Section J for CDRLs that may be required at the Delivery Order level depended upon the requirement.

FOB: Destination

PSC CD: 5999

MAX
NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

HIGH ENERGY LASER (HEL) RAPID PROTOTYPING STATEMENT OF WORK (SOW)

C.1 INTRODUCTION

The Naval Surface Warfare Center, Dahlgren Division (NSWCDD), Gun & Electric Weapon Systems Department (E), Directed Energy and Pulse Power Division (E10) actively provides support to NSWCDD in the areas of design, development, system and platform integration, and deployment of laser and electro-optical (EO) systems and components. Supported systems include solid-state high energy laser (HEL) weapon systems; solid state laser technologies for high power capable systems; low energy lasers and ocular interrupter technologies; other pulsed lasers and continuous wave lasers; tracking and controls; predictive avoidance technologies; electro-optical/infrared sensors and data fusion systems, including gated imaging systems; imaging processing systems; weapon mounted beam directors; weapon control architecture and console, power and cooling; and fire control and combat system hardware interfaces to radar systems. For the purposes of this SOW, all of these systems will be referred to simply as "laser/EO systems" and are focused on Naval and expeditionary platforms and deployment. E10 actively supports the Department of Defense by providing laser/EO system design and fabrication, rapid prototyping, and rapid technology insertion.

C.2 SCOPE

The purpose of this requirement is for the fabrication and delivery of prototypes and equipment in accordance with Government appropriate and qualified drawings, requirements, spec sheets, and/or data packages to be provided at the Delivery Order level. The Contractor shall provide hardware fabrication, laser/EO, optical and opto-mechanical fabrication, hardware, integration for beam control and tracking, and integration for hardware prototypes or prototype production units and kits, source power and thermal management manufacturing and equipment for hardware prototypes or prototype production units and kits, source power and thermal management manufacturing and equipment.

The intent of this requirement is to obtain prototypes and fabrication data for prototypes to enable the Government to use the prototypes and data for a variety of purposes including competitive procurement of production-level products. To that end, the Government will have at least Government Purpose Rights in all noncommercial data delivered pursuant to this contract and the individual Delivery Orders. Deliverables shall be complete as required by this contract, but shall not incorporate any noncommercial data subject to Limited Rights or Restricted Rights without the express written consent of the Contracting Officer.

C.3 APPLICABLE DOCUMENTS AND STANDARDS

Specific versions of standards, handbooks, and applicable interface documentation will be articulated in individual Delivery Orders for the respective prototype deliverables.

Drawings shall be in accordance with ANSI/ASME applicable standards and practices with specific tailoring provided in individual Delivery Orders.

Data Packages shall be of sufficient quality to enable prototype reproduction by qualified vendors.

The Contractor shall refer to Clause C-245-H005, Information and Data Furnished by the Government, Alternate I (NAVSEA)(MAY 2019).

C.4 REQUIREMENTS

C.4.1 HARDWARE FABRICATION AND INTEGRATION

C.4.1.1 The Contractor shall provide build-to prototypes for extensive testing in laboratories, at test sites, and as deployed units in theater. The delivery schedule and quantity of systems to be produced will be specified in individual Delivery Orders. Hardware components or hardware systems fabricated shall consist of a complete package, which includes all associated documentation identified in the Delivery Orders.

C.4.1.2 The Contractor shall label all hardware assemblies, hardware sub-assemblies, and hardware kits in accordance with all Government drawings or tasking specified within each Delivery Order.

C.4.1.3 The Contractor shall monitor the status of the orders and projected delivery dates of ordered material. During active Delivery Orders, this information shall be included in the monthly status report (CDRL A001).

C.5 ACCEPTANCE CRITERIA

C.5.1 The Contractor shall conduct a Government approved First Article Test (FAT) for all first article prototype deliverables. The Contractor shall document in the FAT all electrical, mechanical and visual inspections and all system functional test and demonstrations necessary to verify that each prototype meets the requirements of the SOW for the respective Delivery Order. The Contractor shall provide the FAT procedure to the Government for review (CDRL A002). After approval by the Government, the FAT shall be placed under Contractor configuration control. Any revision to the FAT shall require Government approval. The FAT shall:

- Identify how each functional and performance characteristic shall be demonstrated or tested;
- Identify measurable parameters by acceptable operating limits and use measured results to record performance metrics;
- Identify special tools and test equipment required for performing the FAT.

C.5.2 The Contractor shall generate, conduct, and submit a FAT report for each first article prototype deliverables (CDRL A002). The FAT report shall include, as appended material, any tests and demonstrations necessary to verify that each prototype meets the requirements of the SOW for the respective Delivery Order. These tests and demonstrations include:

- Lower level tests
- Vendor tests
- Vendor certifications
- Electrical, mechanical, and visual inspections
- System functional tests and demonstrations

C.5.3 The FAT report shall also include an indentured As-Built Configuration List (ABCL) down to the Lowest Replaceable Unit (LRU) level. The indentured ABCL shall identify drawing numbers, revision levels, and serial numbers.

C.5.4 Subsequent prototype deliverables shall pass a Government developed and conducted Acceptance Test Plan/Procedure (ATP) prior to official acceptance (CDRL A003).

C.6 WARRANTY OF DEVELOPED PROTOTYPE HARDWARE

The Contractor shall extend to the Government a warranty on developed prototype hardware at no additional cost to the Government. The warranty period shall begin upon the final acceptance of the deliverables and cover repairs of defects/damages that occur due to no fault of the Government. Acceptance of the warranty does not waive the Government's rights under the inspection clauses identified in Section E, nor does it limit the Government's rights with regard to other terms and conditions of the contract.

C.7 CONTRACT MANAGEMENT

C.7.1 GENERAL: All work will be conducted under individual Delivery Orders providing fair opportunity under a Multiple Award Contract (MAC).. Each Delivery Order solicitation will include Action Sheets containing Government appropriate and qualified drawings, requirements, spec sheets, and/or data packages and the Contractor's responses shall be based on the provided documents. All pricing **must** include the total price and shipping. It is understood and agreed that the Government has no obligation to issue any order except the minimum order as detailed under "CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE" in Section B.

C.7.2 FAIR OPPORTUNITY: The Government reserves the right to evaluate Delivery Order proposals using either a Price/Technical Tradeoff or Lowest Price Technically Acceptable approach based on the individual requirements.

All Past Performance of all awardees under their respective MAC will be documented and considered during the award decision. Additionally, a review of each Offeror's System for Award Management (SAM) account will be reviewed at <https://sam.gov>. Offerors whose SAM registration has expired or whom appear on the Excluded Parties List will not be considered eligible for award. .

C.7.3 TECHNICAL EXCHANGE OF INFORMATION: If deemed necessary, the Contractor shall participate in a teleconference after awarded a Delivery Order to confirm accurate technical exchange of information. (CDRL A004)

C.8 GOVERNMENT FURNISHED EQUIPMENT (GFE) AND GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide GFE and GFI when it is required at the Delivery Order level for integration and testing of prototype deliverables.

C.9 DATA AND CDRL DISTRIBUTION

The Contractor shall prepare and deliver data requirements in accordance with Exhibit A, DD Form 1423, Contract Data Requirements List (CDRL) as specified at the Delivery Order level and in accordance with Clause C-227-H006, Data Requirements (NAVSEA)(OCT 2018). The Contractor shall refer to Section J for CDRLs that may be required at the Delivery Order level dependent upon the requirement.

C.10 DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form. The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as "technical data" or "computer software") or the Government's and the Contractor's respective rights therein.

(b) Whenever technical data and/or computer software deliverables required by this contract are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government's rights in and to such

technical data and/or computer software must also be digitally included as part of the deliverable and on or in the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human-readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human-readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software. Nothing in this paragraph shall replace or relieve the Contractor's obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

(c) Digital delivery means (such as but not limited to Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as but not limited to "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of the contract.

C.11 NON-DISCLOSURE AGREEMENTS (NDAs)

Non-Disclosure Agreements (NDAs) may be utilized to allow for access to company sensitive or proprietary data. For tasks requiring NDAs, the Contractor shall obtain appropriate agreements for all of their employees that are associated with the task requiring such an agreement.

Contractor personnel may be required, from time to time to sign NDAs as applicable to specific SOW tasking. The COR will notify the Contractor of the number and type of personnel that will need to sign NDAs. The signed NDAs shall be executed prior to accessing data or providing support for information that must be safeguarded and shall be returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

C.12 CYBERSECURITY (ALL ITEMS)

The Contractor shall implement the security requirements of the clauses under Section I of this contract entitled DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, and DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements.

This requirement includes Covered Defense Information (CDI) that will be stored on the Contractor's information system(s). CDI for this requirement includes drawings and models. The Contractor shall refer to DFARS 252.204-7012(a) for the definition of CDI.

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-209-H001 FIRST ARTICLE (CONTRACTOR TESTING) (NAVSEA) (OCT 2018)

(a) The First Article shall conform in every respect to the requirements of this contract. The First Article shall be manufactured with tools, materials, and methods which are the same as the tools, material and methods which will be used to manufacture the production units. All items delivered under the contract shall be manufactured under the same conditions and quality established by the First Article. Any changes to tools, material, or methods after the first article approval shall be documented by the contractor and approved by the Contracting Officer before they are used.

(b) The Contractor shall make a record of all data obtained during such tests in a form similar to the guidance provided in MIL-HDBK-831A.

(c) Pursuant to paragraph (e) of the clause entitled "First Article Approval--Contractor Testing" (FAR 52.209-3), the First Article shall not be delivered as part of the production quantity.

(End of text)

C-209-H003 WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (OCT 2018)

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

(Offeror to fill in contract number(s), as applicable. See Section M)

(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. N0017822R4300.

(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-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-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 MEETNG (NAVSEA) (OCT 2018)

(a) A post-award meeting with the successful offeror will be conducted within 15 days after award of the contract. The meeting will be held at the address below:

Location/Address: [*]

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

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

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

[*] To be specified at contract award.

(End of text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (APR 2022)

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

(1) Impact on subcontracting goals,

(2) Impact on providing support at the contracted value,

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

(End of text)

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

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

(b) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J. The

Government shall furnish only the GFI identified in an attachment in Section J. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:

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

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

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

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

(1) From the ASSIST database via the internet at <https://assist.dla.mil/online/start/>; or

(2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5094
Telephone (215) 697-6396
Facsimile (215) 697-9398.

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

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

C-246-H003 LIMITATION OF LIABILITY--HIGH VALUE ITEMS (NAVSEA) (OCT 2018)

The following items are subject to the clause of this contract entitled "Limitation of Liability--High Value Items" (FAR 52.246-24 Alternate I):

<u>CLIN</u>
0001

(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

DELIVERABLES

The Contractor shall label all hardware assemblies, hardware sub-assemblies, and hardware kits in accordance with all Government drawings or tasking specified within each Delivery Order.

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:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

(End of text)

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

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

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

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

(End of text)

D-211-H005 IDENTIFICATION MARKING OF PARTS – ALTERNATE I (NAVSEA) (OCT 2018)

(a) 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 not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.

(2) Parts manufactured to Government specifications shall be marked as follows:

(i) Electrical Parts - that is, all parts in electrical equipment and electrical parts when used in equipment which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D(2) dated 22 June 2018, or, where MIL-STD-1285D(2) does not cover such a part, in accordance with MIL-STD-130N(1) dated 16 November 2012. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.

(ii) Electronic Parts - that is, all parts in electronic equipment and electronic parts when used in equipment which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and marked in accordance with Requirement 67 of MIL-HDBK-454B dated 15 April 2007 with Notice 1 dated 12 December 2012. Requirements of MIL-STD-1686C for Electrostatic Discharge Control shall be addressed.

(iii) Parts other than electrical or electronic parts (as described above) shall be identified and marked in accordance with MIL-STD-130N(1).

(b) 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-246-H002 WARRANTY NOTIFICATION FOR ITEM(S) CLIN 0001—BASIC (NAVSEA) (OCT 2018)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT ____ * ____ TO CONFORM TO DESIGN,
MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN
MATERIAL AND WORKMANSHIP FOR ____ * ____ FROM DATE OF ACCEPTANCE. IF
ITEM IS DEFECTIVE NOTIFY ____ * ____ AND PCO.

*TO BE DETERMINED AT DELIVERY ORDER LEVEL WHEN APPLICABLE.

(End of Text)

D-246-H003 WARRANTY NOTIFICATION FOR ITEM(S) CLIN 0001—ALTERNATE I (NAVSEA) (MAY 2019)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129R with Change 1 dated 24 May 2018 and MIL-STD-130N(1) dated 16 November 2012. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT ____ * ____ TO CONFORM TO DESIGN,
MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN
MATERIAL AND WORKMANSHIP FOR ____ * ____ FROM DATE OF ACCEPTANCE. IF
ITEM IS DEFECTIVE NOTIFY ____ * ____ AND PCO.

*TO BE SPECIFIED AT THE DELIVERY ORDER LEVEL WHEN APPLICABLE.

(End of Text)

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

Item(s) CLIN 0001 The supplies furnished hereunder shall be packaged in accordance with ASTM-D-3951-18, Standard Practice for Commercial Packing.

(End of text)

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

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

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

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

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

(End of text)

D-247-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 * *[insert location]*." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

*TO BE DETERMINED AT DELIVERY ORDER LEVEL WHEN APPLICABLE.

(End of Text)

NOTIFICATION OF SHIPMENT

When shipment is made, the contractor shall notify NSWCD, Code [to be completed at time of Delivery Order award], phone [to be completed at time of Delivery Order award], prior to arrival of the shipment at NSWCD, but no later than three (3) days after shipment. Notification shall include the following items:

- (a) Contract and item number
- (b) Date of item departure
- (c) Quantity shipped
- (d) Name of carrier
- (e) Method of shipping.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE

E.1 The Contractor shall document this inspection process and submit to the Government (CDRL A002). Acceptance testing requirements will be identified in each Delivery Order. All deliverables shall pass Government acceptance testing.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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

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

ASQ/ANSI/ISO 9001:2015 certified. These certifications must be for the following process areas: Project Planning, Project Management and Control, Supplier Agreement Management, Product and Process Quality Assurance, Requirement Management & Development, Risk Management, Verification, and Validation.

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

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

E-246-H016 INSPECTION AND ACCEPTANCE OF F.O.B. DESTINATION DELIVERIES (NAVSEA) (OCT 2018)

Item(s) 0001 - Inspection and acceptance shall be made at destination by a representative of the Government.

(End of text)

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

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

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

E-246-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)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 17-NOV-2022 TO 16-NOV-2027	N/A	N/A FOB: Destination	
0002	POP 17-NOV-2022 TO 16-NOV-2027	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997)

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
TO BE IDENTIFITED IN EACH DELIVERY ORDER		

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
* TO BE IDENTIFITED IN EACH DELIVERY ORDER *		

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
* TO BE IDENTIFITED IN EACH DELIVERY ORDER *		

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by ***TO BE IDENTIFITED IN EACH DELIVERY ORDER**. Each delivery date in the delivery schedule above will be extended by the number of calender days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror shall compute the time available for the performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through ordinary mail.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

F-211-W001 PARTIAL DELIVERIES (NAVSEA) (OCT 2018)

Partial deliveries will not be accepted without specific approval from the Contracting Officer.

(End of text)

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

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

(End of text)

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

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

(End of Text)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (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 (COMBO)

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

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

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

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

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

(v) For commercial 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	N00178
Admin DoDAAC**	TBD
Inspect By DoDAAC	N00178
Ship To Code	N00178
Ship From Code	Not Applicable
Mark For Code	Not Applicable

Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	N00178
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

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

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

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

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

(g) WAWF point of contact.

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

DLGR_NSWC_WAWF@navy.mil

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

G-216-H003 ORDERING PROCESS FOR MULTIPLE AWARD CONTRACTS (MACS) (NAVSEA) (MAY 2019)

(a) General. One or more orders may be issued during the performance period of this contract. The Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope and within the maximum value of this contract. It is understood and agreed that the Government has no obligation to issue any orders except

the minimum order. In the event of any inconsistency between any order and the contract, the contract shall take precedence.

(b) Fair Opportunity.

(1) All Orders in excess of \$3,500 to be awarded under this MAC will be competed per FAR 16.505(b)(1)(i), Fair Opportunity, and DFARS 216.505-70, Ordering Under Multiple Award Contracts, unless one of the exceptions to fair opportunity at FAR 16.505(b)(2)(i) applies. Per FAR 16.505(b)(1) and DFARS 216.505-70, Orders will be tailored to specific project requirements and awarded per the evaluation criteria established in the Order solicitation. Exceptions to fair opportunity will be processed per FAR 16.505(b)(2)(ii).

(2) During the Fair Opportunity Process, the Government may: elect to conduct a restricted or an unrestricted competition. The Government may elect to restrict competition for Orders, either totally or in part, to Small Businesses or other available Small Business Administration (SBA) small business designations (i.e., 8(a), HubZone, Service Disabled Veteran Owned Small Business (SDVOSB), Economically Disadvantaged Women-Owned Small Business (EDWOSB). The Order solicitation will notify Offerors if the Order will be solicited on a restricted or an unrestricted basis.

(3) In order to be eligible as a Small Business or as a specific SBA small business designation during the competitive ordering process, the Offeror must have had that status at the time of proposal submission that resulted in the award of the Base IDIQ contract award. For competitive order solicitations that are restricted to Small Business, 8(a), HubZone, SDVOSB, EDWOSB, or WOSB, the Prime Contractor agrees:

(a) For services, at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime or other business with the same SBA small business designation; and,

(b) For supplies (other than acquisition from a non-manufacturer of the supplies), the prime or other business with the same SBA small business designation shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials. (See FAR 52.219-3, FAR 52.219-14, FAR 52.219-27, FAR 52.219-29, FAR 52.219-30).

(c) Competitive Ordering Process.

(1) Pre solicitation and solicitation. All IDIQ holders will receive notification of the posting at the time a proposed Order is posted to the SeaPort portal. All proposed Orders will incorporate all terms of the IDIQ contract unless otherwise specified in the proposed Order. IDIQ holders will be provided a reasonable response period to prepare and submit proposals based on the estimated dollar value and complexity of the proposed Order. If less than 30 days' response time was allowed and only one offer was received, the Order shall be resolicited per DFARS 215.371-2 except as provided in DFARS 215.371-4 and 215.371-5.

(a) The due date will be set forth in each solicitation.

(b) For each solicitation for which the Contractor chooses to submit a proposal, before the closing date and time specified in the solicitation, the Contractor and its subcontractors shall sign their proposal and submit it through the SeaPort portal.

(c) Proposals received from IDIQ holders not eligible to participate will not be considered.

(2) Evaluation. The Government will evaluate responses against selection criteria contained in the RFP. At a minimum, evaluation criteria will include:

(a) Price/Cost: For Cost Plus Fixed Fee Orders, the Offeror's proposal shall include a detailed cost proposal addressing all elements of cost and the applicable fixed fee of all resources required to

accomplish the requirement as set forth in the RFP. For Firm Fixed Price Orders, only the firm fixed price needs to be submitted, unless otherwise specified in the RFP.

- (b) Conflict of interest information, if applicable
- (c) Past Performance information
- (d) Other selection criteria relevant to the particular Order (e.g., technical approach, technical capability, key personnel, staffing, etc.)
- (e) Relative importance of the selection criteria
- (f) For each individual Order requiring data deliverables, the contractor shall identify and receive written Government approval from the Contracting Officer prior to committing to the use of any privately developed items, components, processes, computer software, and/or technical data which they:
 - i. intend to deliver with limited rights
 - ii. intend to deliver with restricted rights
 - iii. have not yet determined if such rights should apply.
- (g) Small business participation objectives will be identified in each solicitation. The objective for individual requirements may differ from the 20% small business participation objective at the basic contract level.

(3) Order Execution/Award. Upon completion of evaluations, the Contracting Officer will issue an Order to the awardee whose proposal is most advantageous to the Government under the selection criteria set forth in the RFP. The Government reserves the right to award one, more than one, or no orders following completion of evaluations. The Contracting Officer will notify the IDIQ holders of the selection decision. All Orders will be issued electronically via the SeaPort portal, including those issued under an exception to fair opportunity.

(d) Electronic Processes:

(1) General. The SeaPort Portal is accessible through the NAVSEA professional support services web site (www.seaport.navy.mil). SeaPort establishes a system in which electronic signatures, transactions, contracts, and records have the same legal effect as their paper-based counterparts, per the "Electronic Signatures in Global and National Commerce Act" (ESIGN) (Public Law 106-229; codified at 15 USC 7001-7006) and the "Government Paperwork Elimination Act" (GPEA) (Public Law 105-277; codified at 44 USC 3504 Note):

- (a) Only authorized persons are permitted to engage in legally binding electronic activities, such as signing/submitting a proposal, and signing/awarding the Order. The SeaPort system requires user accounts having predetermined authority requirements (i.e., authority to legally bind the user's organization), and having username and password controls. Contractors shall only have access to the contractor side of the portal. The Contractor shall identify at least one employee, and alternate employees, having the authority to sign legally binding documents, including proposals, on behalf of the Contractor. Order Contracting Officers authorized to sign and award legally binding Orders shall be identified.
- (b) The authorized user is required to confirm the intention to engage in any legally binding electronic action. The SeaPort Portal will display a notice that the user has requested a legally binding activity and shall require an affirmative/confirming response before the system will permit the requested action. The affirmative/confirming response serves as the electronic signature event.
- (c) When an authorized user requests and confirms a binding action, the system automatically and securely records that event and stores the legally binding content related to that action, including (i) the authorized user (account) that requested/confirmed the binding action; (ii) the date and time the binding event occurred; and (iii) a final or "locked down" copy of the information, documents, or other materials associated with the binding event (e.g., a copy of the proposal or Order).
- (d) Once the information related to a legally binding event is stored by the system, that information (i) cannot be altered or modified in any way by any user--including the authorized user who initiated and

confirmed the action; and, (ii) remains accessible and retrievable by the parties throughout the records retention period required by law.

(2) Order Solicitations: The Contracting Officer for the Order logs in to the SeaPort Portal and electronically generates and releases the Order solicitation. The binding version of the Order solicitation is posted to the SeaPort Portal in Portable Document Format (PDF)

(3) Electronic Offers/Proposals:

- (a) For each Order solicitation that the Contractor chooses to submit a proposal, before the closing date and time specified in the Order solicitation, an authorized, Contractor-designated, officer or employee with authority to bind the company logs on to the SeaPort system and generates/uploads the proposal materials.
- (b) When the authorized user indicates that the proposal is ready for submission, the system prompts the user to confirm the intent to electronically sign and submit the proposal materials. Entering an affirmative/confirmatory response to this prompt is an electronic signature on the proposal materials, and constitutes the electronic submission of a legally binding offer by the Contractor. It is noted that in the event that an amendment is issued to a solicitation after a proposal has been submitted, the proposal will need to be uploaded again in the system.
- (c) Once electronically signed/submitted, the proposal materials cannot be modified except by submitting a new, amended proposal using the same signing/submission process (prior to the closing date/time).
- (d) In the event the SeaPort system is not operational, experiences technical difficulties, or a contractor is temporarily unable to access or use the system, the Contractor shall immediately notify the Contracting Officer prior to the closing time of the solicitation. The Contracting Officer will provide specific instructions regarding submission of proposals. Absent technical difficulties, all proposals shall be submitted electronically per the procedures set forth in this text.

(4) Order Execution/Award.

- (a) Upon receipt of the offers, proposals will be evaluated per the evaluation criteria set forth in the Order solicitation. When the evaluation has been completed and a contractor has been selected for award of the Order, the Contracting Officer logs on to the SeaPort Portal and generates/uploads the Order materials, including information provided by the successful Offeror (e.g., price/cost information) as well as all other terms and conditions of the binding Order.
- (b) When the Contracting Officer indicates the Order is ready for award, the system issues the prompt to confirm the intent to electronically sign and award the Order. Entering an affirmative/confirmatory response to this prompt is the Contracting Officer's electronic signature on the Order; constitutes the electronic award of the Order; and generates a final PDF version of the Order. This PDF version is treated as the legally binding, executed, version of the Order, and a copy of the awarded Order will be forwarded electronically to the successful contractor.
- (c) Once awarded, the Order cannot be modified except by the Contracting Officer by electronically signing/awarding an Order modification using these processes.

(5) Consent to access. The administration of this contract will entail the use of the web-based portal described in paragraph D.1. The contractor agrees that use of the portal is to be considered authorization to allow the contractor retained for the purpose of operating and maintaining the portal access to any data submitted (including cost and pricing data, data the contractor might otherwise consider proprietary and data that meets the definition of "trade secret" as used in the context of 18 USC 1905). The consent to access that is to be inferred for the use of the portal shall also be granted by any subcontractor or team member who makes a direct submission of information to

the Government. The Government shall consider submission of data via the portal to be consent to access only by the portal administrative contractor. The current portal administrative contractor is Octo Consulting.

(e) Orders. Each individual Order may include cost reimbursable, fixed price (FP), or any combination of the two types of line items (CLINs). For example, an Order may request a Cost Plus Fixed Fee (CPFF) proposal for the first year of the Order, with any subsequent year to be offered as FP. Individual Orders may contain positive or negative financial incentives for technical, schedule or cost performance. The FP Orders shall include specific metrics and quality assurance plans. Orders and revisions thereto shall be made in writing and be signed by the Contracting Officer. Each Order shall, as appropriate:

- (1) Refer to the appropriate line item or line items under Section B of the IDIQ contract,
- (2) Set forth the specific level of effort and/or performance outcomes desired to be fulfilled under the Order,
- (3) Set forth delivery or performance dates,
- (4) Designate the COR (or other government designee) who will perform inspection and acceptance and past performance evaluation,
- (5) Set forth the long line of accounting with ACRNs (unfunded Orders are not authorized),
- (6) Set forth any payment options such as progress or performance-based payments,
- (7) Be dated,
- (8) Be identified by number per DFARS PGI 204.1603,
- (9) Set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor,
- (10) Set forth the disbursing office where payment is to be made,
- (11) Set forth administration data,
- (12) Include a DD Form 1155 or SF 1449,
- (13) Include a DD Form 254 and specify security requirements, if applicable,
- (14) Set forth the contractor's and Government's respective technical data rights citing the applicable DFARS clauses,
- (15) Include DD form 1423 for any data requirements, and
- (16) Set forth any other pertinent information.

(f) Unauthorized Work. The Contractor is not authorized to commence performance prior to issuance of a signed Order. Orders shall either be funded at time of award or awarded under the authority of Section I clause FAR 52.232-18, Availability of Funds.

(g) Ombudsman Description. The Order Ombudsman is available to the Contractor to assist in the resolution of complaints arising under the issuance of any Order under this contract. Utilization of the Ombudsman process is optional. In the case of Orders valued in excess of \$25 million, the Contractor may either go to the Ombudsman or to the GAO, but not both. Per FAR 16.505(a)(10)(i)(A), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an Order valued at \$25 million or less under this contract, including Contracting Officer decisions regarding fair opportunity, except for a protest on the grounds that an Order increases the scope or maximum value of this contract. If a Contractor elects to utilize the Order Ombudsman process, the Contractor is instructed to first contact the Contracting Officer for issue resolution. If the issue is not able to be resolved, the issue shall then be elevated to the Order Ombudsman. The Order Ombudsman is identified in Section G of the contract. The Government reserves the unilateral right to change Ombudsman at any time. The contractor will be notified of any such change. The Contractor authorizes the Ombudsman to disclose to other parties or to nonparties any information submitted to the Ombudsman that, in the judgment of the Ombudsman, must be disclosed within Government channels to the extent deemed necessary by the Ombudsman to facilitate understanding of the issue or issues. The Contractor also authorizes the Ombudsman to disclose to other parties or to nonparties any information submitted to the Ombudsman that, in the judgment of the Ombudsman, must be disclosed to prevent or investigate fraud, waste, abuse, criminal activity or imminent physical harm. Per FAR

16.505(a)(10)(i)(B) protests of Orders valued in excess of \$25 million may only be filed per the procedures at FAR 33.104. Any contact with the Ombudsman does not extend any of the timelines for filing a protest with the GAO.

(h) Ordering Authority and Tracking. Contracting Officers from the below listed activities are authorized to issue Orders under this contract for services or supplies listed in Section B from contract award through the end of the ordering periods specified in Section F.

Naval Surface Warfare Center, Dahlgren Division

(End of text)

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.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
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.
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).

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
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 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-232-W001 PROMPT PAYMENT (FAR 52.232-25) REVISED CONSTRUCTIVE ACCEPTANCE PERIOD
(NAVSEA) (OCT 2018)

In accordance with FAR 32.904(b)(1)(ii)(B)(4), the Contracting Officer has determined that more than seven days are needed for constructive acceptance. Contractors are hereby advised that the constructive acceptance period established in paragraph (a) (5) (i) of FAR clause 52.232-25, Prompt Payment is revised to TBD at Delivery Order level in lieu of 7 working days.

(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: Dana Phillips
Address: 17632 Dahlgren Rd, Ste 102
Dahlgren, VA 22448
Phone: (540) 653-4448
E-mail: dana.m.phillips9.civ@us.navy.mil

(ii) The Contract Specialist is:

Name: Regina Griffin
Address: 17632 Dahlgren Rd, Ste 102
Dahlgren, VA 22448
Phone: (540) 653-7093
E-mail: regina.l.griffin4.civ@us.navy.mil

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

Name: [*]
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx];
E-mail: [*]

(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: [*]

Address:

[*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]

E-mail: [*]

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

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

Name: [*]

Address:

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]

E-mail: [*]

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

The Technical Point of Contact (TPOC) is:

Name: [*]

Address: [*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]

E-mail: [*]

(g) 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: [*]

Address:

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]

E-mail: [*]

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

The Ombudsman is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx];

E-mail: [*]

(i) The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial maintenance placed under this contract. No per-call order shall be placed outside the scope of this contract and the cumulative total of all orders shall not be in excess of any not-to-exceed amount specified in the contract. Per-call orders shall not, in any way, modify any terms and conditions of the contract.

(j) The Authorized Ordering Person(s) for Per-Call Maintenance is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx];

E-mail: [*]

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

Name: [*]

Title: [*]

Address:

[*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]

E-mail: [*]

[*] To be completed at contract award

(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 the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link:

<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

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

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

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

(f) The hours of operation are as follows:

AREA	FROM	TO
NSWCDD E DEPARTMENT	0800	1600

(g) All deliveries to the Receiving Officer, NSWCDD Dahlgren, VA, shall be made Monday through Friday from 0700 to 1430, local time. Deliveries will not be accepted after 1430, local time. No deliveries will be accepted on federal government holidays.

(End of text)

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

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

N/A

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

N/A

(End of text)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-209-H004 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (DEC 2018)

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government:

(1) any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(e) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (g) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(f) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or

before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

(h) Notwithstanding paragraph (g) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(i) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(j) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

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

(l) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

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

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

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

(End of text)

H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (MAY 2022)

(a) Definitions:

(1) Test, Measurement, and Diagnostic Equipment (TMDE). Includes all devices used to measure, calibrate, gage, test, inspect, diagnose, or otherwise examine materials, supplies, and equipment to quantitatively or qualitatively determine compliance with specifications and tolerances, engineering drawings, technical orders, technical manuals, or use requirements and instructions.

(2) Calibration Standard. A measuring instrument or artifact used as a reference to establish and maintain the accuracy of other measuring instruments or artifacts. Calibration standards may be used to calibrate other standards of lesser accuracy or to calibrate test and measurement equipment directly.

(3) Calibration. The comparison of a measurement system or device of unverified accuracy with a measurement system of known and greater accuracy to detect deviation of the unverified measurement system from required performance specifications (of the unverified measurement system or device) and to quantify all measured values to applicable units of the international system of units.

(4) Calibration Service Providers. Commercial calibration activities and other government agencies that provide calibration services to the Navy and Marine Corps as a major line of business.

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

(6) Measurement Traceability. The property of a measurement result that can be related to a national or international measurement standard through a documented, unbroken chain of calibrations, each with a stated measurement uncertainty. Individual measurement results must be traced through an unbroken chain of calibrations to accepted references, such as: U.S. national standards such as, the U.S. Naval Observatory, ratio and consensus standards, natural physical constants, or the national standards of other countries correlated with U.S. national standards as held or directed by National Institute of Standards and Technology and Department of Defense (DoD) approved sources.

(7) The End of Period Measurement Reliability. The probability that all the applicable measurement quantities of a test, measurement, and diagnostic equipment are within tolerance at the end of the calibration interval assigned to the given test, measurement, and diagnostic equipment.

(8) Calibration Interval. The periodicity between calibrations that is assigned to achieve Navy end of period measurement reliability objectives for test, measurement, and diagnostic equipment.

(9) The Probability of False Acceptance. The probability that a test used to verify that a measurement quantity is within specified tolerances results in an incorrect acceptance decision.

(10) The Probability of False Rejection. The probability that a test used to verify that a measurement quantity is within specified tolerances results in an incorrect rejection decision.

(11) The Test Uncertainty Ratio (TUR). The ratio of the difference between the upper and lower tolerance limits for a measurement quantity subject to calibration, to the difference between the upper and lower 95 percent uncertainty limits for the measurement process used for calibration.

(b) Test, measurement, and diagnostic equipment and automatic test systems are used to monitor and test systems, equipment, devices, and the environmental conditions under which these systems and personnel operate. The accuracy of Navy and Contractor test, measurement, and diagnostic equipment and automatic test systems used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required

to ensure that all test, measurement and diagnostic equipment used for quantitative or qualitative measurements is maintained and calibrated in accordance with U.S. national standards ANSI/NCSL Z540.3 Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006 or ISO/IEC 17025 General Requirements for the Competence of Testing and Calibration Laboratories (3rd Edition), dated 29 Nov 2017.

(c) Calibration certification to Navy standard NAVSEA 04-4734B, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual, 1 Dec 2006, is acceptable in place of NCSL Z540.3 and ISO/IEC 17025:2017 accreditations. ANSI/NCSL Z540.3 and ISO/IEC 17025:2017 accreditations must be performed by an U.S. headquartered accreditation body that is a signatory of the Navy Calibration Cooperative Agreement. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ISO/IEC 17025:2017 or ANSI/NCSL Z540.3 must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope. For activities certificated to NAVSEA 04-4734B, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA certification, and calibration event records shall be provided to the Government upon request. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect TMDE end of period reliability greater than 85%. TMDE reliability data shall be provided upon request. TURs shall be greater than or equal to 4:1, or ensure a probability of false acceptance of 2% or less and a probability of false rejections of 15% or less. Calibration procedures and methods used by the contractor shall be provided to the Government upon request.

(d) All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor subcontracts or outsources the initial or reoccurring calibration of test, measurement, and diagnostic equipment, the respective calibration laboratory must also meet the requirements of paragraphs (b) and (c).

(e) Calibration service providers and commercial service providers, and all of their employees, who supply or calibrate Navy test, measurement, and diagnostic equipment, shall be certified or accredited to the requirements of the NAVSEA manual or the ISO or ANSI specifications cited in paragraphs (b) and (c).

(End of text)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	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	DEC 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	DEC 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	DEC 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 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
52.210-1	Market Research	DEC 2021
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
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	OCT 2021
52.215-14	Integrity of Unit Prices	DEC 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010

52.215-21 Alt III	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (NOV 2021) - Alternate III	OCT 1997
52.215-21 Alt IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (NOV 2021) - Alternate IV	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2021-O0008)	SEP 2021
52.219-33	Nonmanufacturer Rule	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
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	DEC 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
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-1 Alt I	Authorization And Consent (JUN 2020) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
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	DEC 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
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.244-2	Subcontracts	JUN 2020
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
52.246-26	Reporting Nonconforming Items.	DEC 2021
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	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
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
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
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
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
252.204-7022	Expediting Contract Closeout	MAY 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7002	Availability For Examination Of Specifications, Standards, Plans, Drawings, Data Item Descriptions, And Other Pertinent Documents	DEC 1991
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
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
252.223-7999 (Dev)	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009)	OCT 2021
252.225-7001	Buy American And Balance Of Payments Program-- Basic	MAR 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	MAR 2022
252.225-7013 (Dev)	Duty-Free Entry (DEVIATION 2020-O0019)	MAR 2022
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7017	Photovoltaic Devices	MAR 2022
252.225-7036	Buy American--Free Trade Agreements--Balance of Payments Program--Basic	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
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
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7013 Alt I	Rights in Technical Data--Noncommercial Items (FEB 2014) - Alternate I	JUN 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7014 Alt I	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014) - Alternate I	JUN 1995
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
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

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
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	DEC 2019
252.239-7098 (Dev)	Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites - Representation. (Deviation 2021-O0003)	APR 2021
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
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002 (Dev)	Reporting Loss of Government Property (DEVIATION 2020- O0004)	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004 (Dev)	Reporting, Reutilization, and Disposal (DEVIATION 2022- O0006)	NOV 2021
252.246-7001	Warranty Of Data	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7006	Warranty Tracking of Serialized Items	MAR 2016
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

(a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

Regina Griffin
regina.l.griffin4.civ@us.navy.mil

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met

the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
 Manufacturer's Name _____
 Source's Name _____
 Item Name _____
 Service Identification _____
 Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not in itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate the contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interests, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

(a) The Contractor shall test ___*___ unit(s) of Lot/Item ___*___ as specified in this contract. At least ___*___ calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ___*___ calendar days from the date of this contract to ___*___ marked "FIRST ARTICLE TEST REPORT: Contract No. ___*___, Lot/Item No. ___*___" Within ___*___ calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph

(b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

***TO BE SPECIFIED AT DELIVERY ORDER LEVEL.**

(End of clause)

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of Delivery Orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued within **five (5) years from date of contract award.**

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

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

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

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

(3) If sent electronically, the Government either--

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

- (ii) Distributes the Delivery Order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$500**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of **CONTRACT CEILING**;
 - (2) Any order for a combination of items in excess of **CONTRACT CEILING**; or
 - (3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **30** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **72 MONTHS AFTER CONTRACT AWARD**.

(End of clause)

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

TO BE DETERMINED AT CONTRACT AWARD

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

FAR 52.219-28 Post-Award Small Business Program Rerepresentation (Sep 2021)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern—

(1) Means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition—

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code **332999** assigned to contract number **to be assigned at time of award**.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.]* The Contractor represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.]* The Contractor represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. *[The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]* The Contractor represents that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[HTTP://ACQUISITION.GOV/FAR](http://ACQUISITION.GOV/FAR)
[HTTP://ACQUISITION.GOV/DFARS](http://ACQUISITION.GOV/DFARS)

(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 (FAR) (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 Department of Defense FAR Supplement (DFAR) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2022)

(a) Definitions. As used in this clause—

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

“Concatenated unique item identifier” means—

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

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

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

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

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

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

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

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

“Government’s unit acquisition cost” means—

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or

Exhibit Line Item Number Item Description

* _____

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

Contract Line, Subline, or

Exhibit Line Item Number Item Description

* _____

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

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number

* _____.

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

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code—

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

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

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

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

(5) Enterprise identifier (if concatenated unique item identifier is used).**

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

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

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

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

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

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

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

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

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

*TO BE COMPLETED AT THE DELIVERY ORDER LEVEL, WHEN APPLICABLE.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Exhibit A – Contract Data Requirements List, DD1423

Attachment J.1 – Contracting Officer’s Representative Appointment Letter (Provided at time of award)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-8	Annual Representations and Certifications	MAR 2020
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020
52.207-4	Economic Purchase Quantity-Supplies	AUG 1987
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-12	Certification Regarding Tax Matters	OCT 2020
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	DEC 2021
52.225-18	Place of Manufacture	AUG 2018
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2020
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7007	Alternate A, Annual Representations and Certifications	MAY 2021
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
252.219-7000	Advancing Small Business Growth	SEP 2016
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2020
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020- O0015)	MAY 2020
252.225-7974 (Dev)	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)	FEB 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

52.204-24 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)

K.1 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

In addition, the offeror shall provide an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Email: _____

Section L - Instructions, Conditions and Notices to Bidders

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
52.215-1	Instructions to Offerors--Competitive Acquisition	DEC 2021
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preadward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
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
252.215-7012	Requirements for Submission of Proposals via Electronic Media.	JAN 2018
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.246-7005	Notice of Warranty Tracking of Serialized Items	MAR 2016

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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 Multiple Indefinite Delivery Indefinite Quantity Contracts with Firm-Fixed-Price Delivery Orders resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Naval Surface Warfare Center Dahlgren
Code 023 Contracts Division
ATTN: Dana Phillips
17632 Dahlgren Road, Suite 102
Dahlgren, VA 22448-5110

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

(End of provision)

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

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

[HTTP://ACQUISITION.GOV/FAR](http://ACQUISITION.GOV/FAR)
[HTTP://ACQUISITION.GOV/DFARS](http://ACQUISITION.GOV/DFARS)

(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 of any **DFARS** (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 CONFLICT(S) OF INTEREST (NAVSEA) (DEC 2018)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. **Of primary concern are those contractual arrangements in which the Offeror, if the awardee of the contract under this solicitation, would provide recommendations and advice to the Government (NSWCDD, E10) concerning its own products or activities 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" (or similar) text 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 Organizational Conflict of Interest (OCI) clause or similar text in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists or there is potential for an OCI and not rely solely on the presence of an OCI text

(b) If a potential conflict of interest exists at any tier, each potential prime offeror shall notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) 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. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) 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 under this solicitation. An Offeror's 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 that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor 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 subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

(End of provision)

L-215-H004 INSTRUCTIONS FOR PRICING OF CONTRACT DATA REQUIREMENTS LIST (NAVSEA) (OCT 2018)

(a) The Offeror shall complete the "Price Group" (Block 17) and "Estimated Total Price" (Block 18) of each data item on the Contract Data Requirements List (CDRL) of this solicitation using the following instructions:

(1) Block 17. Use the specified price group defined below in developing estimated prices for each data item on the DD Form 1423:

(a) Group I. Definition – Data which is not otherwise essential to the offeror's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

(i) Estimated Price – Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

(b) Group II. Definition – Data which is essential to the performance of the primary contracted effort but the offeror is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

(i) Estimated Price – Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

(c) Group III. Definition – Data which the offeror must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

(i) Estimated Price – Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data items to the Government.

(d) Group IV. Definition – Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

(i) Estimated Price – Group IV items should normally be shown on the DD Form 1423 at no cost.

(2) Block 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. The estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The entry “N/C” for “no charge” will be acceptable. The estimated price shall not include any amount for rights in data. The Government’s rights to use the data shall be governed by the pertinent provisions of the contract.

(End of provision)

L-215-H007 SUBMISSION OF QUESTIONS BY OFFERORS — ALTERNATE I (NAVSEA) (FEB 2020)

(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 days after solicitation release**. 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 beta.SAM web page at <https://www.beta.SAM.gov>.

(End of provision)

L-219-H001 SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JAN 2021)

Offeror shall submit as part of its proposal a subcontracting plan in accordance with the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9). The plan shall include a five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

(End of provision)

INFORMATION FOR OFFERORS

L.1 INTRODUCTION

L.1.1 The purpose of this solicitation is to receive proposals for award of the High Energy Laser IDIQ-MAC. The resultant contract(s) will also contain provisions for Delivery Orders to be awarded on a Firm-Fixed-Price basis.

NOTE: Clause G-216-H003 ORDERING PROCESS FOR MULTIPLE AWARD CONTRACTS (MACS) (NAVSEA) (MAY 2019) provides the standard ordering process under MACs. Although the process for Cost-Plus-Fixed-Fee (CPFF) orders is mentioned in this clause, the Government does not plan to issue CPFF orders under the resultant MAC.

The period of performance of this effort shall be approximately five (5) years from date of contract award. Proposals submitted shall be valid for 270 days from the closing date of the solicitation.

NOTE: Questions concerning the solicitation: Offerors may submit questions, concerns, or request clarification of any aspect of this solicitation via electronic mail to the Contract Specialist, Regina Griffin, regina.l.griffin4.civ@us.navy.mil. The Offeror must title the email "High Energy Laser IDIQ-MAC Questions" and include the company name in the subject line. The questions should include the page number and paragraph number or identifier from the solicitation, which pertains to the Offeror's question. Questions received without this information may not be answered. It is requested that all questions be received by 15 calendar days from date of solicitation issuance to allow the Government adequate time to prepare and issue responses so that Offerors can use the information in preparing their proposals. Although every effort will be made, the Government makes no guarantee that questions received past 15 calendar days from the solicitation issuance date will be answered. Acknowledgement of receipt of questions will not be made.

L.2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

L.2.1 All proposals shall be submitted electronically via email and must be received no later than the date and time listed in Block 9 on page 1 to the following addresses:

TO: Dana Phillips – dana.m.phillips9.civ@us.navy.mil

CC: Regina Griffin – regina.l.griffin4.civ@us.navy.mil

SUBJECT LINE: Solicitation No. N0017822R4300 (insert name of company)

Offerors are encouraged to submit proposals prior to the latest closing date. Inclusion of a delivery receipt with an email submission will be the only indication of successful receipt of proposal. File size is limited to 10MB per email. Vendors are responsible for ensuring their email size does not exceed the 10MB limitation. File sizes larger than 10MB and .zip file extensions will be stripped by the Navy email system. Links to online share drives such as google drive, dropbox, etc. will not be accepted. Modifications, amendments, or withdrawal of proposals should also be made to the above email addresses. One email is acceptable as long as it does not exceed 10MB. If it exceeds 10MB, Offerors may separate their submission among multiple emails and should number them (e.g., 1 of 3, 2 of 3, 3 of 3).

NOTE: HARD COPIES OF MAILED OR HAND DELIVERED PROPOSALS WILL NOT BE ACCEPTED.

L.2.2 Offerors shall comply with the instructions for content for the proposals; proposals that do not comply may be considered unacceptable and may render the Offeror ineligible for award. Proposals shall be limited to the content requested.

In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all Offerors submit their proposals in accordance with the format and content specified. The electronic proposal shall be prepared so that if an evaluator prints the proposal it meets the following format requirements:

Submissions shall be clearly legible and on 8.5 x 11 inch paper.

All files shall be compatible with Microsoft Office or Adobe Acrobat/Reader only.

1 inch margins excluding headers and footers

10-point (minimum) in the text

In the event photo reduction is used for tables, charts, and/or drawings, their presentation must be clear and legible.

Text within tables, diagrams, pictorial charts, and/or graphic material shall be no smaller than 10-point font.

Every section, figure, and table shall be numbered.

L.3 ORGANIZATION AND MINIMUM CONTENT OF THE PROPOSAL

The Offeror shall prepare the proposal as set forth in the Proposal Organization Table below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and format specified in the table. The proposal shall be limited to the following separate email attachments, identified by the Naming Convention shown below:

Volume	Section L	Section M	Submission Identification/Naming Convention	Page Limit
N/A	L.4.1	N/A	Cover Letter	5
I	L.4.2	N/A	Solicitation and Contract Documentation	No Limit
	L.4.2.1	N/A	Completed, signed SF 33 and all Amendments, including RFP sections which require Offeror completion	
	L.4.2.2	M.5	Organizational Conflict of Interest (OCI) Mitigation Plan	
II	L.4.3	M.3.1	Factor 1: Technical Approach	30
	L.4.3.1	M.3.1.1	Element A - Technical Capability/Facilities	
	L.4.3.2	M.3.1.2	Element B - Quality Assurance and Control	
III	L.4.4	M.3.2	Factor 2: Management Approach	20
	L.4.4.1	M.3.2.1	Element A - Reporting and Tracking of Progress, Long Lead Time, and Schedule Impacts	
	L.4.4.2	M.3.2.2	Element B - Organizational Structure and Process	
IV	L.4.5	M.3.3	Factor 3: Past Performance	No Limit

PAGE LIMITATIONS: Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read, and will not be considered and will not be included in the evaluation of the proposal. Each page shall be counted except for the following: cover pages, table of contents, list of tables, cross reference tables, glossaries, acronym lists, OCI Plans, and Sub-contractor/teaming agreements.

L.4 PROPOSAL CONTENT

The completion and submission to the Government of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions in this solicitation. In evaluating an Offeror's capability, the Government will consider how well the Offeror complied with the instructions in this solicitation.

L.4.1 Cover Letter

The proposal shall include a cover letter signed by an individual authorized to commit the company to the proposal. The cover letter shall identify all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation.

It shall state:

Solicitation number;

The name, address, email address, telephone numbers, Commercial and Government Entity (CAGE) Code, for the Offeror and CAGE code for the place of performance, DUNS Number, and Tax Identification Number (TIN);

A statement specifying unconditional acceptance of all terms and conditions of the solicitation and all amendments. Any exceptions taken to any requirements of the solicitation, to include but not limited to technical exceptions, clauses and/or provisions, shall be specified. The cover letter shall indicate in which volume and on what page of the Offeror's proposal the exception is addressed;

A statement that the proposal is valid for 270 days from the closing date of the solicitation;

Name, title, and signature of a person authorized to sign the proposal;

Identify all enclosures being transmitted as part of its proposal.

Financial and other information necessary to support determination of responsibility IAW FAR 9.104-1:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Have a satisfactory performance record (see FAR 9.104-3 (b) and FAR subpart 42.15). A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- (d) Have a satisfactory record of integrity and business ethics (for example, see subpart FAR 42.15);
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a).)
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see FAR 9.104-3(a)); and
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see also inverted domestic corporation prohibition at FAR 9.108).

Note: Offerors are not required to duplicate information already provided elsewhere in its proposal. If an Offeror believes additional information is necessary to establish its responsibility, e.g., relating to satisfactory performance, technical capability, or quality assurance, then it should be provided in this section of the proposal.

L.4.2 Volume I - Solicitation and Contract Documentation

L.4.2.1 Completed, signed SF 33 and all Amendments, including RFP sections which require Offeror completion and/or representations.

Complete blocks 12 through 18. DO NOT CHANGE THE SF33 IN ANY WAY EXCEPT TO ADD THE OFFEROR'S INFORMATION THAT IS REQUIRED IN BLOCKS 12 THROUGH 18. The Offeror shall submit one copy of the signed SF33 cover page and transmit via email along with its proposal.

Section B: All IDIQ-MAC awards will be made at the same maximum value of \$75,000,000. No cost or pricing data shall be submitted with the IDIQ-MAC proposal.

Section K and Section L: The Offeror shall submit the FAR/DFARS provisions and/or clauses in Section K and Section L requiring the reporting of information with their proposal. No page restriction is applied.

Section I: The Offeror shall complete the required information in DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions in Section I.

L.4.2.2 Organizational Conflict of Interest (OCI) Mitigation Plan

In accordance with Clause H-209-H004 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)(DEC 2018) and Clause [L-209-H009 NOTIFICATION OF POTENTIAL ORGANIZATIONAL OR PERSONAL CONFLICT\(S\) OF INTEREST \(NAVSEA\) \(APR 2022\)](#), Offerors shall identify any and all conflicts of interest or potential conflicts of interest related to this solicitation. If it is believed that no conflicts of interest exist, then the Offeror shall clearly state this as part of its proposal submission. If OCI issues are present or anticipated, Offerors shall provide the elements of an OCI Mitigation Plan as described below and submit as part of its proposal submission.

Elements of an OCI Mitigation Plan may include but are not limited to the following: roles and responsibilities; physical, organizational and/or electronic separation; non-disclosure agreements; OCI training and debriefing statements; restrictions on personnel assigned/transfers; data/documentation separation and control; soft copy documentation control; corporate and Government review; records control; Prime Contractor flow-down policy to Sub-contractors/Consultants; and/or recusal from specific tasks for specific Sub-contractors.

L.4.3 Volume II - Technical Approach (Factor 1)

This Factor addresses the capabilities of the Offerors. Offerors shall show a clear understanding of the effort required by the Government. The following non-weighted elements apply to this Factor.

L.4.3.1 Element A - Technical Capability/Facilities

(a) Offerors shall demonstrate their technical understanding and ability to perform the work described in Paragraph C.4 and Paragraph C.5 of the Statement of Work established for this contract. The Offeror shall clearly demonstrate the specific capabilities of the Prime to meet the requirements described in the Statement of Work and areas to be supported by Sub-Contractor or supplier resources.

(b) Offerors shall describe facilities, machining and tooling that will be used to fulfill the technical requirements of the contract. The Contractor shall specifically address their capability of machining, production, and assembly, as it applies, from models and derived specifications. Offerors shall describe modeling techniques to aid in

manufacturing and verify the product meets specifications and quality such as CAD models, and laser and optical engineering models. This element shall address the Offeror's facilities in relation to how productive they will be towards a rapid prototyping program requirement.

Part of Rapid Prototyping environments include having abilities to change certain specifications "last minute" or conduct "test fits" as the only means to guarantee 100% quality and fit/form/function compatibility before manufacturing and delivery. The Government requires a rapid turnaround of this type of information as prototyping stages can overlap other stages of the projects. To reduce as much cost and impacts to scheduling, Offerors shall demonstrate a facility that can support such requirements.

Other specific areas the Offerors shall demonstrate as it relates to executing the technical requirements of the contract are:

Sensors, Laser/EO systems, and optical design and modeling capabilities

Capabilities for fabrication and assembly of hardware, laser/EO components, optical and opto-mechanical components and part, integration for beam control and tracking, and integration for hardware prototypes or prototype production units and kits, source power and thermal management manufacturing and equipment

Capability to fabricate and assemble the majority of parts in-house

Manufacture parts with dimensions of up to 25 feet in length

Manufacture parts weighing up to 2,000 pounds

Specialized coating capabilities for lasers, optics, and hardware materials

Heat treating processes

ISO/ASA

L.4.3.2 Element B - Quality Assurance and Control

The Offeror shall describe a Quality Control Plan and approach that addresses, at a minimum:

(a) Overall Quality Control:

The Offeror shall describe the specific plans and processes that will be implemented to provide quality control of all deliverables (documents as well as hardware), including those provided by Sub-contractors. The Offeror shall include process flow charts as applicable. The Offeror shall separately describe the specific policies and procedures to be followed to ensure high quality of all services performed, including those performed by Sub-contractors, and all deliverables. This shall include policies, plans and processes for both the Offeror and each proposed Sub-contractor.

(b) Quality Assurance:

The Offeror shall identify the Offeror's specific approach to Quality Assurance, specifically Quality Assurance Plans and inspection tests/reporting to the Government. The Offeror shall identify contingency plans for when parts fail the Government's inspection and delivery schedules still have to be met.

(c) Quality Requirements and Inspection Processes

Offerors shall provide documentation substantiating how they meet the standards listed in FAR 52.246-11, Higher-Level Contract Quality Requirement (DEC 2014) and E-246-H020, QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018).

L.4.4 Volume III - Management Approach (Factor 2)

This Factor addresses the Offeror's management plan, which should include a broadly qualified team with a coordinated approach to efforts within this contract. The Offeror shall address the staffing, infrastructure, and reporting procedures of its organization.

L.4.4.1 Element A - Reporting and Tracking of Progress, Long Lead Time, and Schedule Impacts

- (a) The Offerors shall describe how it will ensure proper coordination and progress reporting during time periods that they are administering multiple Delivery Orders.
- (b) The Offerors shall describe how it will identify long lead time items that are procured as part of a Delivery Order, and how they will report that to the Contract Officer's Representative (COR).
- (c) The Offerors shall discuss their team's capability to meet all contract progress reporting and invoicing requirements of Delivery Orders.

L.4.4.2 Element B - Organizational Structure and Process

- (a) The Offerors shall provide an organization chart that shows the location of the work within the Offeror's organization. Offerors shall identify a Single Point of Contact (SPOC) that has insight and influence over cost, schedule, and delivery to maintain communication with the COR over the Period of Performance of this contract. The Offeror shall clearly demonstrate that proper processes and communication with the COR are in place when/if there are any delays in schedule that are not recognized until the manufacturing process begins.
- (b) The Offerors shall identify, by name, the Offeror's technical and contracting points of contact. The Offeror shall define the technical, management, and contracting lines of communication and show the relative position of the Program/Contract manager in the Offeror's organization.
- (c) The Offerors shall describe in detail the SPOC's responsibilities, authority, as well as his/her and the company's understanding of and ability to comply with contract provisions, Delivery Orders, invoicing and progress reporting.
- (d) The Offeror shall specifically address the techniques the Prime Contractor will implement to ensure control over all Sub-contractor performance. The Offeror shall specifically address technical, schedule, and cost aspects of Sub-contractor control. The Offeror shall address Sub-contractor, Prime Contractor and Government communication flow.

L.4.5 Volume IV - Past Performance (Factor 3)

- (a) The Offeror shall provide three (3) past performance references for the Prime Contractor that reflects recent relevant experience performed within the last five (5) years prior to solicitation release that demonstrate the ability to handle the scope, magnitude and complexity of the proposed contract. One past performance reference for each Sub-contractor should be provided that reflects recent relevant experience performed within the last five (5) years prior to solicitation release. Include the following:

Contract/Task Order Number

Contract type (e.g., CPFF, FFP, etc.)

Total contract value. If performed as a Sub-contractor, also include the estimated value of support provided.

Brief description of work performed and how the work is relevant to this effort. Bullet format is preferred for this information.

Valid names and telephone numbers and emails for the Procuring Contracting Officer and Contracting Officer's Representative.

(b) Past performance will be used as both an evaluation Factor and as a source of information for a responsibility determination. Offerors are encouraged to provide information on problems encountered on the identified contracts and the Offeror's corrective actions taken.

L.5 GENERAL INFORMATION REQUIRED TO PREPARE OFFERS

L.5.1 The estimated date of contract award is 17 October 2022.

L.5.2 The proposal shall be prepared and submitted in form and content in accordance with the instructions herein.

L.5.3 Clarity, completeness and conciseness in the proposal are essential, and the proposal must clearly demonstrate the Offeror's capabilities. Data previously submitted, i.e., previous projects performed for the Navy, should not be presumed to be known and should be provided in the proposal. Responses must adequately address specific solicitation requirements, and be responsive to the terms and conditions of the solicitation. Statements such as "the Offeror understands," "the Offeror has a long history of outstanding support," that reiterate or paraphrase the solicitation requirement are considered inadequate. Phrases such as "standard procedures shall be employed" or "well known techniques shall be used," without a specific Government or industry reference, shall be considered inadequate.

L.5.4 Offerors shall not include CLASSIFIED material in the proposal.

L.5.5 Since the CLINs included in this solicitation will be Firm-Fixed-Price, a DCMA/DCAA approved accounting system is not required to be eligible for award.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

M-215-H002 MULTIPLE AWARDS (NAVSEA) (OCT 2018)

It is the intent of the Government to award more than one contract as a result of this solicitation. The Government reserves the right to make one or more awards based upon the number of acceptable proposals received and the availability of funding.

(End of provision)

M-215-H004 BASIS OF AWARD (NAVSEA) (DEC 2018)

The Government intends to award to all qualifying Offerors. A qualified Offeror is one that has been determined to be a responsible source (as defined by FAR 9.104-1), submitted a technically acceptable proposal that conforms to the requirements of the solicitation, submitted all required documents as defined in Section L, and that the Contracting Officer has no reason to believe would be likely to offer other than fair and reasonable pricing.

Price will not be evaluated in this solicitation, as authorized by FAR 15.304-1(c)(1)(ii)(A). Price will be evaluated as one of the factors in the selection decision for each Delivery Order under the IDIQ-MAC.

The Government intends to award without discussions. Therefore, the Offeror's initial proposal should contain the Offeror's best terms and effort.

(End of provision)

M-247-H001 F.O.B. EVALUATION CRITERIA (NAVSEA) (DEC 2018)

OFFERS SUBMITTED ON AN F.O.B. BASIS OTHER THAN THAT SPECIFIED IN SECTION F SHALL BE REJECTED AS UNACCEPTABLE.

(End of provision)

INFORMATION FOR OFFERORS

M.1 GENERAL INFORMATION

M.1.1 There will be no evaluation of price and/or cost at the IDIQ MAC level or Delivery Order 0001. Evaluation of price and/or cost will be made on all subsequent Delivery Orders issued against the IDIQ MAC.

M.1.2 Current and active System for Award Management (SAM) registration is required for award. The Government will determine, by verification in SAM that the Offeror is not debarred or suspended and has accurately portrayed its size status under NAICS 332999.

M.1.3 The rights granted to the Government in all noncommercial data delivered hereunder shall be material to the source selection decision at both the contract and Delivery Order level.

M.2 EVALUATION PROCESS/RATINGS

Each Offeror will be evaluated relative to the following:

Factor 1: Technical Approach
 Factor 2: Management Approach
 Factor 3: Past Performance

Factors 1, 2, and 3 will receive either an acceptable rating or an unacceptable rating. The elements under Factor 1 and Factor 2 are not separately rated. To be eligible for award, an Offeror must receive an Acceptable rating for all three (3) Factors.

Ratings for Factor 1 – Technical Approach and Factor 2 – Management Approach	
Rating	Description
Acceptable	Proposal meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not meet the minimum requirements of the solicitation.

Ratings for Factor 3 – Past Performance	
Adjectival Rating	Description
Acceptable	Based on the Offeror’s performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror’s performance record is unknown. (See note below)
Unacceptable	Based on the Offeror’s performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

NOTE: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance 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 (or “neutral”) past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered “acceptable.”

M.3 EVALUATION FACTORS

M.3.1 Minimum Requirements for Factor 1: Technical Approach

M.3.1.1 Element A - Technical Capability/Facilities

As set forth in Paragraph L.4.3.1(a) in Section L:

(a) The Government will evaluate the validity and thoroughness of the Offeror’s proposal, including the proposed approach for executing Sections C.4 and C.5 of the SOW as specific evidence of the Offeror’s understanding and capability to successfully perform the technical requirements of the contract.

As set forth in Paragraph L.4.3.1(b) in Section L:

(b) The Government will evaluate whether the Offeror has demonstrated the following as it relates to performing the technical requirements of the contract: facilities, machining, and tooling for rapid prototyping efforts; machining, production, and assembly, as it applies, from models and derived specifications; modeling techniques to aid in manufacturing and verify the product meets specifications and quality such as CAD models, and laser and optical engineering models; ability to be productive towards hardware fabrication and their abilities to change specifications “last minute” or conduct “test fits” to guarantee quality and fit/form/function compatibility; and the Offeror’s ability to accomplish the “other specific areas” in Paragraph L.4.3.1(b). The Offeror’s response to the aforementioned will be evaluated to determine if the Offeror has demonstrated adequate understanding and capability to successfully perform the technical requirements of the contract.

M.3.1.2 Element B - Quality Assurance and Control

As set forth in Paragraph L.4.3.2 in Section L:

(a) Overall Quality Control:

The Government will evaluate: the Offeror’s plans and processes that will be implemented to provide quality control of all deliverables (documents as well as hardware); any process flow charts, as applicable; and the Offeror’s specific policies and procedures that ensures high quality of all services performed and all deliverables. The Offeror’s response to the aforementioned will be evaluated to determine if the Offeror has demonstrated adequate understanding and capability to successfully perform the quality control efforts of the contract.

(b) Quality Assurance:

The Government will evaluate: the Offeror’s specific approach to Quality Assurance, specifically Quality Assurance Plans and inspection and tests/reporting to the Government; and the Offeror’s contingency plans for when parts fail the Government’s inspection and delivery schedules still have to be met. The Offeror’s response to the aforementioned will be evaluated to determine if the Offeror has demonstrated adequate understanding and capability to successfully perform the quality assurance efforts of the contract.

(c) Quality Requirement and Inspection Processes

The Government will verify that the Offeror’s proposal substantiates how they meet the standards listed in FAR 52.246-11, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) and E-246-H020, QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (OCT 2018). Failure to submit the required information will be considered a proposal deficiency resulting in a rating of Unacceptable for Factor 1.

M.3.2 Minimum Requirements for Factor 2: Management Approach

M.3.2.1 Element A - Reporting and Tracking of Progress, Long Lead Time and Schedule Impacts.

As set forth in Paragraph L.4.4.1 in Section L:

(a) The Government will evaluate how Offeror’s response to ensuring proper coordination and progress reporting during time periods that they are administering multiple Delivery Orders. The Offeror’s response to the aforementioned will be evaluated to determine if the Offeror has demonstrated adequate understanding and capability to successfully perform coordination and progress reporting efforts of the contract.

(b) The Government will evaluate the Offeror's proposed approach towards identifying long lead time items that are procured as part of a Delivery Order, and how they will report that to the Contract Officer's Representative (COR). The Offeror's response to the aforementioned will be evaluated to determine if the Offeror has demonstrated an adequate understanding and capability to successfully identify long lead time items as well as reporting this to the COR.

(c) The Government will evaluate the Offeror's proposed approach towards their team's capability to meet all contract progress reporting and invoicing requirements of Delivery Orders. The Offeror's response to the aforementioned will be evaluated to determine if the Offeror has demonstrated an adequate understanding and capability to successfully perform all contract progress reporting and invoicing requirements of the contract.

M.3.2.2 Element B - Organizational Structure and Process

As set forth in Paragraph L.4.4.2 in Section L:

The Government will verify that the Offeror's proposal includes the specific information required in Paragraph L.4.4.2. Failure to submit the required information will be considered a proposal deficiency resulting in a rating of Unacceptable for Factor 2.

M.3.3 Minimum Requirements for Factor 3: Past Performance

As set forth in Paragraph L.4.5 in Section L:

The Government will use information provided by the Offeror, as well as any other information deemed necessary to assess the Offeror's ability to meet the solicitation requirements. This assessment will be based on a demonstrated record of past performance, taking into consideration the recency, relevancy, and quality of the Past Performance data.

In addition to the sources identified by the Offeror, the Government may review Contractor Performance Assessment Reporting System (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. General trends in a Contractor's past performance will also be considered.

M.4 NOTICE OF AWARD

A written notice of award furnished to the Successful Offeror(s) via email will include a signed IDIQ-MAC executed on a SF 33 and a signed Delivery Order that will fulfill the minimum guarantee.

M.5 OCI MITIGATION PLAN

If the Offeror submits an OCI Mitigation Plan, as set forth in Paragraph L.4.2.2, it will be evaluated for adequacy to avoid, neutralize, or mitigate the identified conflict, and for consistency with the proposed technical approach. An OCI Mitigation Plan that is vague or otherwise fails to provide sufficient information to meet the stated criteria will be deemed inadequate, and therefore, ineligible for award. In addition, Offerors are advised that technical proposals may be evaluated without consideration of any proposed Sub-contractor which is deemed to have an OCI.