

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A3		PAGE OF PAGES 1 90			
2. CONTRACT NO.			3. SOLICITATION NO. N0016423RGP75		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 27 Jan 2023		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVAL SURFACE WARFARE CENTER CRANE DIV E. SHERFIELD (812-854-0000) BLDG 3373 300 HWY 361 CRANE IN 47522-5001			CODE N00164		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 _____ until 04:00 PM local time 27 Feb 2023 (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 ERIN C. SHERFIELD			B. TELEPHONE (Include area code) (NO COLLECT CALLS) 812-854-0000			C. E-MAIL ADDRESS erin.sherfield@navy.mil			
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 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 B - Supplies or Services and Prices

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>MAX QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>MAX AMOUNT</u>
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0001	First Article TR-343 Sonar Transducer	38	Each		
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TR-343 Sonar Transducer First Article fabrication and testing in accordance with the Statement of Work (SOW) and Technical Data Package (TDP) as delineated in Section C herein. The First Article consists of 38 TR-343 Sonar Transducers (P/N 03538-7344014G1) and 1 set of AN/SQS-53C Array Hardware (P/N 03538-7261346G1).

Pricing is to be proposed in the pricing matrix below.

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.

PSC: 5845
 FOB: Destination
 FFP

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>MAX QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>MAX AMOUNT</u>
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0002	TR-343 Sonar Transducer - US	UNDEFINED	Ship Set		
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TR-343 Sonar Transducer Ship Set fabrication in accordance with the Statement of Work (SOW) and Technical Data Package (TDP) as delineated in Section C herein. A Ship Set consists of 576 TR-343 Sonar Transducers (P/N 03538-7344014G1) and 1 set of AN/SQS-53C Array Hardware (P/N 03538-7261346G1).

Pricing is to be proposed in the pricing matrix below.

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.

PSC: 5845
 FOB: Destination
 FFP

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>MAX QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>MAX AMOUNT</u>
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0003 TR-343 Sonar Transducer - FMS UNDEFINED Ship Set

TR-343 Sonar Transducer Ship Set fabrication in accordance with the Statement of Work (SOW) and Technical Data Package (TDP) as delineated in Section C herein. A Ship Set consists of 576 TR-343 Sonar Transducers (P/N 03538-7344014G1) and 1 set of AN/SQS-53C Array Hardware (P/N 03538-7261346G1).

Pricing is to be proposed in the pricing matrix below.

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.

PSC: 5845
 FOB: Destination
 FFP

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>MAX QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>MAX AMOUNT</u>
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0004	TR-343A Connect. Sonar Transducer - US	UNDEFINED	Ship Set		
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TR-343A Connectorized Sonar Transducer Ship Set fabrication in accordance with the Statement of Work (SOW) and Technical Data Package (TDP) as delineated in Section C herein. A Ship Set consists of 576 TR-343A Sonar Transducers (P/N 53711-8829039) and 1 set of AN/SQS-53C Array Hardware (P/N 03538-7261346G1).

Pricing is to be proposed in the pricing matrix below.

PSC: 5845
 FOB: Destination
 FFP

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>MAX QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>MAX AMOUNT</u>
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0005	TR-343A Connect. Sonar Transducer - FMS	UNDEFINED	Ship Set		
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TR-343A Connectorized Sonar Transducer Ship Set fabrication in accordance with the Statement of Work (SOW) and Technical Data Package (TDP) as delineated in Section C herein. A Ship Set consists of 576 TR-343A Sonar Transducers (P/N 53711-8829039) and 1 set of AN/SQS-53C Array Hardware (P/N 03538-7261346G1).

Pricing is to be proposed in the pricing matrix below.

PSC: 5845
 FOB: Destination
 FFP

ITEM NO	SUPPLIES/SERVICES	QTY	U/I	UNIT PRICE	AMOUNT
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0006 Data Lot

Technical Data Requirements for CLINs 0001 thru 0005 in accordance with Contract Data Requirements List (CDRLs) CDRLs A001-A018, applicable Data Item Descriptions (DIDs), and the Statement of Work. The costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price paid by the Government under CLINs 0001 – 0005.

Not Separately Priced.

FFP

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>MAX QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>MAX AMOUNT</u>
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0007 Contract Ceiling UNDEFINED Each

This CLIN is only to populate the contract ceiling amount. No Delivery Orders will be placed against this CLIN.

PSC: 5845
 FOB: Destination
 FFP

IDC CONSTRAINTSCONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
2.00 Ship Sets	N/A	12.00 Ship Sets	N/A

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00 Ship Sets	N/A	3.00 Ship Sets	N/A

CLIN PRICING MATRIXCLIN 0001

Quantity	Unit of Issue	Unit Price	Total Amount
38	Each		

CLIN 0002/CLIN 0003

Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
1 Ship Set					
2 Ship Sets					
3 Ship Sets					

CLIN 0004/CLIN 0005

Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
1 Ship Set					
2 Ship Sets					
3 Ship Sets					

***Matrices to be completed by Offeror**

Year 1 Time Period: Date of Award to 12 Months After Award**

Year 2 Time Period: 12 Months After Award to 24 Months After Award**

Year 3 Time Period: 24 Months After Award to 36 Months After Award**

Year 4 Time Period: 36 Months After Award to 48 Months After Award**

Year 5 Time Period: 48 Months After Award to 60 Months After Award**

****Actual dates will be included in the award document.**

Section C - Descriptions and Specifications

STATEMENT OF WORK

**STATEMENT OF WORK
FOR THE FABRICATION, ASSEMBLY, INSPECTION, TEST AND DELIVERY OF
TR-343 SONAR TRANSDUCER AND TR-343A CONNECTORIZED SONAR
TRANSDUCER ASSEMBLIES
27 OCTOBER 2022**

SECTION 1 – SCOPE**1.0 Scope**

This Statement of Work (SOW) sets forth the requirements and effort involved for the fabrication, assembly, inspection, test, and delivery of the TR-343 Sonar Transducer Assembly, to the Government. The TR-343 Transducer is used in the AN/SQS-53C Hull Mounted Sonar Array Subsystem, AN/SQQ-89(V) Anti-Submarine Warfare (ASW) System. The TR-343 Transducer Program is under the cognizance of PMS4013, Hull Sensor Systems. This acquisition supports the DDG51 Class new construction.

1.1 Background

The TR-343 Transducer is part of the AN/SQS-53C Hull Mounted Sonar Array which is a component of the AN/SQQ-89(V) ASW System. The AN/SQQ-89(V) is a fully integrated Surface Ship Undersea Warfare (USW) combat system with the capability to search, detect, classify, localize, and attack submarine targets. The TR-343 Transducers are critical components to the AN/SQS-53C necessary to produce mechanical motion in the water for generation of sonar signals when a large voltage is applied.

SECTION 2 – APPLICABLE DOCUMENTS**2.0 Applicable Documents**

The Contractor shall manufacture the items in accordance with Government documents, program plans, and industry standards, as well as all project specific technical documentation and information applicable to this SOW as specified herein. The exact revisions of the documents are not cited in the text of this SOW for the convenience of reference. All references listed are assumed to be the latest revision as of the date of award. In the event of conflict between these documents and the contents of this SOW, the SOW shall be considered a superseding requirement.

GOVERNMENT DOCUMENTS

DOCUMENT NUMBER	TITLE
53711-7103177	AN/SQS-53C Transducer Array, Sonar, Unit 717 Baseline
03538-7344014	TR-343/SQS Element Transducer Assembly
03538-7344014G1	TR-343/SQS, Element Transducer Assembly
53711-8829039	TR-343A/SQS Element Transducer Assembly, Connectorized
53711-7521305	Critical Item Production Fabrication Specification for Transducer Element TR-343 (Classified)
03538-7261346G1	Array Installation Hardware
MIL-STD-882E NOT 1	Department of Defense Standard Practice: Safety System

PROGRAM PLANS

DOCUMENT NUMBER	TITLE
PEO-SUB PMS4011/4013-CMP-001	PMS4011/4013 Configuration Management Plan
PMS4011 DMSMS Management Plan	PMS4011 Diminishing Manufacturing Sources and Material Shortages Plan

INDUSTRY STANDARDS

DOCUMENT NUMBER	TITLE
IPC/EIA J-STD-001	Requirements for Soldered Electrical and Electronic Assemblies
ISO/IEC 17025	General Requirements for the Competence of Testing and Calibration Laboratories
ASQ-Q9001	Quality Systems – Model for Quality Assurance In-Depth

2.1 Availability of Documents

Government documentation will be provided as Government Furnished Information (GFI) and will include program plans, industry standards, and project specific technical documentation and information.

SECTION 3 – PERFORMANCE REQUIREMENTS

3.1 General Requirements

The Contractor shall provide the required resources to fabricate, assemble, inspect, test, and deliver TR-343 Sonar Transducers, part number 03538-7344014G1 or 53711-8829039, First Article and subsequent production Shipsets in accordance with the SOW, and applicable Contract Data Requirements Lists (CDRL), DD Form 1423.

3.2 Processes and Procedures

The Contractor shall generate assembly fabrication processes and the test, evaluation, and inspection procedures required to fabricate, assemble, inspect and test the TR-343 Sonar Transducer First Article and production Shipsets, including all subcontractor and off the shelf items. The processes and procedures shall be established and approved by the Government prior to First Article Testing (FAT). These processes and procedures shall be controlled and any changes shall require Government review and approval. After successful completion of required testing and audits, these processes and procedures will be baselined and controlled in accordance with Configuration Management (CM) requirements utilizing Engineering Change Proposals (ECP). (CDRLs A001, A002, A004, and A008)

3.3 Fabrication

The Contractor shall fabricate and assemble the TR-343 Sonar Transducer First Article and production Shipsets in accordance with the approved Product Baseline documentation and any approved changes thereto. The Product Baseline documentation is listed in the following table.

DOCUMENT NUMBER	TITLE
53711-7103177	AN/SQS-53C Transducer Array, Sonar, Unit 717 Baseline
53711-7521305	Critical Item Production Fabrication Specification for Transducer Element TR-343 (Classified)
03538-7344014G1	TR-343/SQS, Element Transducer Assembly
53711-8829039	TR-343A/SQS Element Transducer Assembly, Connectorized
03538-7261346G1	Array Installation Hardware

3.3.1 Soldering

All soldering shall meet the requirements of IPC/EIA J-STD-001.

3.4 Testing and Inspection

The Contractor shall test and evaluate fabricated TR-343 Sonar Transducers First Article and production Shipsets in accordance with the approved documentation and any approved changes. Maximum use of existing Government and Contractor facilities, test procedures, and test equipment is encouraged; however, the Government is not directing use of any particular facility. Tests, evaluations, and FAT requirements are listed in the appropriate sections of the Critical Item Production Fabrication Specification (CIPFS), Test Specifications, and applicable documents. (CDRLS A001, A003)

3.4.1 Test and Evaluation Monitoring and Witnessing

The Government has the right to witness all testing. This includes all FAT and Failure Mode Analysis conducts, as well as all testing and evaluating activities conducted during the life of the contract by both the Contractor and any

subcontractors and vendors. The Government may waive the right to witness any testing, but that does not relieve the Contractor from fulfilling any testing and evaluating requirements.

3.4.2 Test Reports

Unless otherwise stated, the Contractor shall prepare test reports for each test performed. The Contractor shall maintain, and provide for Government inspection when requested, the test logs and data sheets for each test completed for a period of seven (7) years or the expiration of warranty coverage, whichever comes last. The Contractor shall notify the Government prior to any disposition of these logs and data sheets. (CDRL A003)

3.4.2.1 Data Reports/Test Specimens

The Contractor shall provide the required test data and test specimens identified in the following table to NSWC Crane. Sample size and quantity shall be as specified in the end item drawing.

TEST DATA REPORTS AND SPECIMEN REQUIREMENTS

DOCUMENT NUMBER	TITLE	DESCRIPTION
53711-7103215	Coating, Epoxy	Data
53711-7103221	Cable, Element	Data and material samples
03538-7344008	Boot Assembly	Data and material samples
03538-7344010	Tube Assembly	Data
03538-7344011	Mass Assembly	Data
03538-7344014	Transducer	Data
53711-7521298	Inertia Damper	Material samples
03538-77A102192	Piezoceramic	Data
03538-77C719945	Filter, Acoustical	Data
03538-77C722151	Bumper, Rubber	Data and material samples
03538-77C722161	Pad, Rubber	Data and material samples
03538-77D612092	Head Mass	Data and material samples
03538-77D620111	Transformer	Data
03538-7845598	Rectifier	Data
03538-77C708897	Grommet, Rubber	Material samples

3.4.2.2 Elastomer Materials

Elastomer materials, listed in the table below, shall be tested and approved for use during First Article and Production Control Testing. The Contractor shall arrange with material suppliers and/or subcontractors for material sample submittal directly to the test facility. FAT shall verify conformance to the individual material requirements. Sample size and quantity shall be as specified in the end item drawing. Production Control Testing by NSWC Crane shall be required for each production batch to verify no changes have occurred to the material formulation.

ELASTOMER MATERIALS

DOCUMENT NUMBER	DESCRIPTION
7103221	Cable Element
7103225	Compound, Rubber (Flange)
7594161	Compound, Rubber (Connector)
7344008	Boot
7819416	Material Specification (Boot)
77C722153	Pad (Test Fixture)
77A110088	Rubber Sheet, Cellular (Test Fixture)
7240867	Pad, Washer
7249088	Pad
7521298	Damper Inertia
77C722151	Bumper, Rubber
77C722161	Pad, Rubber
7239664	Cushion, Rubber

77C708897

Grommet, Rubber

3.4.3 First Article

3.4.3.1 First Article Testing

The Contractor shall perform testing on the TR-343 Sonar Transducer First Article. Prior to 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. (CDRL A004)

3.4.3.2 First Article Inspection Report

Upon completion of FAT, the Contractor shall submit a First Article Inspection Report. This report shall include a matrix listing the equipment, by serial number, depicting the tests each was subjected to during FAT. Following the successful completion of FAT, a configuration audit will be conducted in accordance with CM requirements as described in section 3.6. (CDRL A003)

3.4.3.3 First Article Failures

If FAT samples fail to satisfy any of the requirements, the Contractor shall analyze the failures, with Government assistance upon request, and the Government will determine whether refurbishment is acceptable or if retest is required. Costs associated with re-fabrication and alteration, re-testing, as well as additional shipping costs incurred, shall be borne by the Contractor.

3.4.3.4 Subcontractor/Vendor/Material/Process Change

If, after the successful completion and acceptance of FAT, it becomes necessary to change the subcontractor or vendor of any major component or subassembly, or if the subcontractor or vendor changes either the material or the process required to fabricate the component or subassembly, any of these changes shall necessitate the component or subassembly to undergo a full FAT. These major components or subassemblies are as follows:

PART NUMBER	NOMENCLATURE
03538-77C612092	Head Mass Assembly
03538-77C719940	Ceramic Stack Assembly
03538-77C719948	Stress Rod
03538-7344011	Mass Assembly
03538-77D612357	Isolation Shroud
03538-77C719946	Isolation Ring
03538-7260364	Hex Nut
03538-77D620111	Transformer
53711-7103221	Cable Element
03538-7344010	Tube Assembly
53711-8829045	Tube Assembly
53711-8829041	Connector Body Assembly

Other components or subassemblies requiring change shall be tested in a manner proposed by the Contractor and agreed to and approved by the Government.

New Supplier Qualification Tests (NSQTs) must be successfully completed and NSQT documentation delivered to the Government before the initial new supplier item can be delivered to the Government. All costs associated with new supplier qualification testing shall be borne by the Contractor. (CDRL A003)

3.5 Inspections

Quality conformation inspections and tests are those that form the basis for final acceptance of fabricated items by the Government, and shall be accomplished in accordance with Contractor developed and Government approved test documentation. These inspections include Production Inspection (PI) testing, and Production Control Inspections (PCI). Successful completion of all sub-assembly tests is required prior to submission for PI and PCI. PI testing shall be accomplished for each hardware item and the results documented. Successful completion of PI tests is

required prior to advancing to PCI. NSW Crane approval (CDRL approval) of the test results is required for all PI and PCI. Trend data on the PI and PCI shall be tracked, analyzed, and reported for each serial number during submission of PI and PCI in Microsoft Excel. (CDRLs A001, A002, A003, and A005)

3.5.1 TR-343/SQS, Element Transducer Assembly

For the TR-343/SQS components, PI shall be performed at the transducer element level. PI tests described in Section 4.0 of Critical Item Production Fabrication Drawing, 53711-7521305, for this assembly shall be performed on each transducer element. PCI described in Section 4.0 of Critical Item Production Fabrication Drawing for this assembly shall be performed on a sampling basis as called out in drawing 53711-7521305.

3.5.2 AN/SQS-53C Transducer Array Installation Hardware

The AN/SQS-53C Transducer Array Installation Hardware called out in drawing 03538-7261346G1 shall be inspected to verify the individual parts meet the requirements as stated in the individual drawings for each part.

3.6 Identification of Parts

All parts shall be marked in accordance with applicable specifications and drawings, in accordance with generally accepted commercial practices, or marked appropriately to permit ready identification. In addition, the TR-343/SQS Transducers (03538-7344014G1) and the TR/SQS Element Transducer Assembly, Connectorized (53711-8829039) shall be further identified as follows:

3.6.1 Serialization

The TR-343/SQS Transducers and the TR/SQS Element Transducer Assembly, Connectorized shall be serialized. The Contractor shall request serial number assignment, in writing, from the Government before the start of first article production. The Government shall provide serial numbers within 5 working days of Contractor request.

3.6.2 Unique Item Identifier (UID)

Unique item identification shall be applied to the TR- 343/SQS Transducers and the TR/SQS Element Transducer Assembly, Connectorized. UID is a system of marking and valuing items delivered to the Government and is a Department of Defense (DoD) requirement. The Contractor shall use available guidelines that suggest methods to uniquely identify items, assuring valuation, accountability, and control of Government property.

3.7 Configuration Management

The Contractor shall establish and maintain a Configuration Management Program in accordance with the PMS4011/4013 Configuration Management Plan, PEO-SUB PMS4011/4013-CMP-001. (CDRLs A006, A007, A008 and A009, A010)

3.7.1 Configuration Audits

The purpose of configuration audits is to verify and document that the configuration items and their configuration identification are accurate, complete, and have met total program needs. There are two distinct types of configuration audits; Functional Configuration Audits (FCA) and Physical Configuration Audits (PCA). Configuration audits will be performed by the Government when all first article testing has been completed and test discrepancies have been resolved. These audits shall be in accordance with the requirements listed in the following paragraphs:

3.7.1.1 Functional Configuration Audit

A FCA is required to verify configuration items and performance is compliant with the equipment specification. Approval of the Contractor's First Article Test Report will constitute completion of the FCA.

3.7.1.2 Physical Configuration Audit

A PCA establishes the product baseline for configuration items, and confirms compatibility of baseline documentation with higher level design documentation. The PCA shall commence as soon as practicable, but no more than fifteen (15) days after the FCA has been satisfactorily completed. The PCA shall verify that the first articles produced conform fully to the baseline provided. The Contractor shall make the necessary arrangements for the Government to conduct the PCA at the Contractor's facility. This shall include the support of contractor personnel who are the source for major subassemblies. The PCA team will be composed of members selected by

the Government. The Contractor shall prepare an audit agenda and audit report. Duplicates of all piece parts shall be available for the audit and all process/procedural documentation. Particular attention will be paid to the equipment's compliance with form and fit requirements. The PCA team will conduct the audit, witness any test deemed appropriate and examination of any additional documents or equipment needed to assure adequacy of configuration identification, control, and status accounting procedures. The team will also verify the production processes, test methods, equipment and fixtures, test tolerances, and instructions used during production and are adequate for production. (CDRL A010)

3.8 Program Management

The Contractor shall assemble a team that is knowledgeable and experienced in the state-of-the-art technology as it applies to the requirements of this SOW. The Contractor shall develop, implement, and maintain a management program which clearly defines how the TR-343 Sonar Transducer First Article and production Shipsets will be managed and controlled. This shall include all technical performance, quality assurance, schedule, inventory management, and delivery requirements. The Contractor shall organize, coordinate, and control all internal project activities, including those which may be assigned to subcontractors, to ensure all the requirements specified in this SOW are met. The Contractor shall establish and maintain a detailed Integrated Program Management Report (IPMR) for all activities performed to meet the requirements as called out in this SOW. This critical path type schedule shall include engineering, technical, procurement, fabrication/assembly, testing, and delivery efforts. The Contractor shall prepare and submit Monthly Program Progress Reports summarizing efforts currently in progress, accomplishments and problems encountered in a manner that affords the Government visibility into the contractor's progress on a continuing basis. This monthly progress report shall be in narrative form with graphics, as appropriate, to better define information. (CDRL A012 and A013)

3.8.1 Meeting Support

The Contractor shall host and attend meetings or reviews associated with the requirements of this SOW. Meetings will be held at Government activities or Contractor facilities. The Contractor shall prepare an agenda for each meeting and submit to the Government prior to release to ensure Government approval. Meetings include, but are not limited to, the following:

- a. Post Award Conference – A Post Award conference shall be conducted at the Contractor's facility, and scheduled by the Contractor, within thirty (30) calendar days of contract award. Representatives of the Government and other designated activities will attend. This meeting will be held to ensure all parties understand the contractual requirements.
- b. Program Reviews – Program Reviews are required to keep the Government informed on project status, and to provide a scheduled venue for discussion and resolution of technical or contractual issues. Program Review meetings shall be held at a minimum of two (2) times year and no more than four (4) times a year throughout the life of the contract. Normally Program Reviews shall be held at the Contractor's facility however dependent on Government travel restrictions, Program Reviews may be via web or teleconference. Representatives of the Government and other designated activities will attend/participate. If deemed necessary by the Government or Contractor, attendance by major subcontractors may be requested.

The Contractor shall prepare formal presentations and presentation materials for each meeting, consisting of viewgraphs, storyboards, or slide presentations (computer based viewgraphs). These formal presentations shall include accomplishments and problems encountered since the last meeting with any action items or milestones, summary of exercised CLINs, and the status of schedule variances from the schedule management system for production, test, and technical issues at each meeting. Sufficient detail shall be presented at reviews to permit monitoring the program with respect to the achievement of planned schedule milestones and activities, and problem areas with proposed/recommended solutions. Copies of presentation materials shall be provided to each attendee, not to exceed ten (10) Government personnel, prior to the start of each meeting. The Contractor shall document the proceedings, and complete action items and assignments resulting from these meetings. (CDRLs A014, A015, and A016)

3.8.2 Contractor Oversight of Subcontractors/Vendors

The Contractor shall ensure that all subcontractor and vendor support is consistent with all the requirements of this SOW. The Contractor shall determine, and place the necessary requirements on, and be held accountable for the compliance of all subcontractors and vendors. The Contractor shall ensure that provisions are made for Government surveillance of all subcontractors and vendors. The Contractor shall identify to the Government the subcontractor and vendor for all efforts within this SOW for the TR-343 Sonar Transducer First Article and production, and shall notify

the Government within ten (10) working days of any change in subcontractors and vendors or of any problems encountered with a subcontractor and vendor that may impact the production/delivery schedule.

3.8.3 Diminishing Manufacturing Sources/Material Shortages Management

The Contractor shall be responsible for the maintenance of, or the development of alternate sources of supply/designs for all components, materials, assemblies, and subassemblies of the TR-343 Sonar Transducer First Article and production Shipsets throughout the contract. The Contractor shall notify the Government of any critical obsolescence items that could affect the delivery schedule. If Diminishing Manufacturing Sources/Material Shortages (DMS/MS) affects production, and therefore the delivery schedule of the TR-343 Sonar Transducer First Article and Production Shipsets, the Contractor shall be responsible for pursuing and securing DMS/MS case solutions such as alternate vendors, substitute parts, or redesign(s). All costs shall be borne by the contractor. Resolution shall be in accordance with procedures outlined in the AN/SQQ-89(V) PMS4011 DMSMS Management Plan and shall be in accordance with the quality provisions specified in the contract.

3.9 Quality Assurance Program

The Contractor shall maintain a Quality Assurance (QA) Program in accordance with ASQ- Q9001, and the requirements of this SOW. (CDRL A017)

3.9.1 Calibration

The calibration of measuring and testing equipment shall adhere to the requirements of ISO/IEC 17025. In addition, all operations performed by the Contractor in compliance with ISO/IEC 17025 shall be subject to Government review to verify adequacy of the Contractor's calibration process.

3.9.2 Statistical Process Control Program and Defect Reduction

The Contractor shall utilize a Statistical Process Control (SPC) Program in accordance with ASQ-Q9001. Data collected shall be provided to the Government as a part of the presentation package for program reviews. (CDRL A015)

3.9.3 Failure Reporting, Analysis and Corrective Action System

The Contractor shall establish a closed loop Failure Reporting, Analysis, and Corrective Action System (FRACAS), with procedures for analysis of failures to determine cause, and documentation for recording corrective action taken, capable of processing in the Contractor's production/test facility. The Contractor's FRACAS program shall include follow-up audits to review all open item reports, analyses, and corrective action suspense dates and reporting of all delinquencies to management. Any operating system deficiency that requires an equipment repair, an unscheduled adjustment, or a recalibration (except normal operating adjustment or scheduled maintenance procedure) shall be defined as an equipment failure for reporting purposes.

For Contractor Furnished Equipment (CFE), the program shall span all plant testing and operations including receiving inspection, production control inspection, production quality conformance sampling inspection, final assembly check-out, reliability assurance testing, and continue through all production tests.

The cause of all CFE failures, including Commercial Off-The-Shelf (COTS) items, shall be isolated to the component level by the Original Equipment Manufacturer (OEM). All failed CFE components shall undergo failure analysis to determine the root cause of the failure. All failure analyses shall identify possible improvements that will mitigate the cause of failure. The Contractor shall work with vendors to implement proposed improvements or, if unsuccessful, the Contractor shall select new COTS equipment that is reliable.

All failures shall be reported in Failure Summary Reports and maintained in a database. The reporting level shall be at the component level for CFE using reference symbol numbers and part numbers. The recording and analysis of a

failure shall differentiate between, but not be restricted to, those due to equipment failure and those due to human error in handling, transporting, storing, maintaining, and operating the equipment. The data shall contain:

- a. A complete description of each failure.
- b. The corrective action of each failure.
- c. The failure time and date of each failure.
- d. The dates and times to repair each failure.
- e. The system and unit of the failure.
- f. The name, part number, and reference designator of the failed component.
- g. The test type at failure.
- h. The total test time per unit for each level of test. (i.e. unit test, production inspection test, integration test, production reliability test.)
- i. Elapsed time indicators or their equivalents shall be used to report the accumulated operating time at the end of each test phase.

All failures shall be analyzed in sufficient detail to determine cause of failure and shall be closed out in a timely manner. Deadlines for closeout of contractor and subcontractor failure reports shall be established and monitored by the contractor's failure review board. The Contractor's failure reporting systems shall include provisions to ensure that timely and effective corrective actions are taken to reduce or prevent repetition of failures of CFE. (CDRL A011)

3.9.4 Failure Corrective Action and Prevention

The Contractor shall review failure trends and significant failures to assure that adequate corrective actions are taken to prevent failures from recurring. The Contractor shall review these failure trends, propose corrective actions, review the validity of corrective actions, and ensure these corrective actions have been implemented. The Contractor shall prepare and submit a report on these findings. (CDRL A011)

SECTION 4 – SPECIAL CONDITIONS

4.1 Security

The Contractor shall comply with all Government security procedures and instructions. The nature of the work under this SOW is mostly unclassified; however, some tasks may require access to classified documents and secured areas. All contractors performing these tasks are required to obtain a SECRET security clearance. Access to classified information will be limited by security clearance level and need to know, and all classified material shall be handled in accordance with approved security practices and procedures. Contractor personnel in contact with classified documentation and/or equipment shall have the proper level of clearance on file with the Government. A Department of

Defense Form 254 (DD 254) shall be filed with the contract identifying the Contractor's facility and safeguarding level of clearance requirements. Classified information may be received or generated by the Contractor, in accordance with DOD-5220.22-M, National Industrial Security Program Operating Manual (NISPOM), to fulfill the requirements of this contract.

4.1.1 Website Security

The Contractor shall ensure that its publicly accessible web-sites are free of Controlled Unclassified Information (CUI) (Formerly For Official Use Only (FOUO)), and/or indicators that could tip-off adversaries about impeding program activity. The Government will provide additional OPSEC guidance as necessary.

4.1.2 Contractor's Internal Network and Data Security

The Contractor shall ensure that its internal networks and data have sufficient protection to prevent intrusion from sources outside its facilities. Because project data and information associated with Mission Module (MM) and Mission Package (MP) architecture, design and interfaces directly affects the Government, and because this data will be stored on Contractor networks as part of program execution, it is imperative that the Contractor take all necessary actions to safeguard the data, information systems and networks that contain, transport, process or store program data.

Information Assurance (IA) Certification & Accreditation (C&A) requirements apply to all DoD and Contractor's Information Systems (IS)/networks that receive, process, display, store, or transmit DoD information. Contractor IS/networks that are involved in the development or operation of systems shall be configured and operated in accordance with controlling laws, regulations, and DoD policy.

4.1.3 General Security Requirements

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government systems and data, to ensure the confidentiality, integrity, availability, authentication, and non-repudiation of Government data. As a minimum, this shall include provisions for personnel security, electronic security and physical security.

4.1.4 Contractor Information Assurance (IA) Training and Certification

The Contractor shall ensure that personnel who are categorized as working within the DoD IA workforce meet the appropriate requirements of DoD 8570.01-M.

4.1.5 SECURITY CLASSIFICATION REQUIREMENTS (DD Form 254)

4.1.5.1 Facility Security Clearance Required

The Contractor shall be required to maintain a SECRET facility security clearance.

4.1.5.2 Level of Safeguarding for Classified Information/Material Required at Contractor Facility

The contractor is required to maintain a level of safeguarding for classified information/material at the SECRET level.

4.1.5.3 Communications Security (COMSEC) Information

Contractor requires COMSEC to accommodate the use of secure communications. The contractor will be required to have access to COMSEC for SIPRNet equipment.

4.1.5.4 North Atlantic Treaty Organization (NATO) Information

The contractor will require access to NATO information because the U.S. submarines execute NATO operations. The contractor's development of new or augmenting existing technology must be compatible and relevant to these NATO operations.

4.1.5.5 Receive, Store or Generate Controlled Unclassified Information (CUI)

The contractor will be required to have access to CUI with developers and integrators.

4.1.5.6 Receive, Store and Generate Classified Information or Material

The contractor will assist in modernizing systems that are classified. Techniques to modernize this equipment, testing of this equipment and overall system performance could be classified and the subject to email and written reports. In this capacity, the contractor will generate and be in receipt of classified material.

4.1.5.7 Operations Security Requirements

The contractor is required to protect critical information associated with this contract to prevent unauthorized disclosure and will observe OPSEC requirements.

The Contractor shall develop and implement an internal Operational Security (OPSEC) plan to reduce security risks on the program. Contractor personnel should be aware at all times of any unusual persons or packages in their work area and immediately report those to the building security staff. If Contractor personnel become aware of any person seeking unauthorized access to information or program materials, they should immediately report this to the Government Required Technical Authority (RTA).

4.2 Safety and Health

The requirements of this contract may require contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor shall abide by all applicable Federal, local and state occupational safety and health requirements. The Contractor must have on record a corporate safety plan in accordance with or equivalent to MIL-STD-882 and shall provide a copy to the Government when instructed. The Contractor shall ensure all employees

have appropriate Personal Protection Equipment (PPE). The Contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Requirements.

4.3 Travel

The Contractor may be required to travel to a Government facility in support of contract requirements. When required to obtain access to a Government facility, the Contractor shall initiate requests for need-to-know certification, and submit these requests to the Government for appropriate action. Trip reports shall be submitted in accordance with CDRL A018. The table below provides an estimate of the possible trips over the life of the contract. This does not include vendor visits or trips necessary for First Article testing.

DESTINATION	# OF TRIPS	# OF TRAVELERS	# OF DAYS
NSWC Crane	2	2	1
Washington D. C	2	2	1

4.4 Requiring Technical Activity

The Requiring Technical Activity (RTA) point of contact for this contract is Mr. Curt Sullivan, NSWC Crane, Code GXPS, telephone (812) 854-4113, email: curtis.j.sullivan2.civ@us.navy.mil.

4.5 Release of Information

All technical data provided to the Contractor as GFI shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this contract may not be disclosed by any means without prior approval of the Government. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals, by any other person or entity, or publication of technical or scientific papers, or advertising, or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

4.6 Data Rights

All data/documentation delivered/created in support of this effort becomes the property of the Government and will be delivered without proprietary markings. The Government shall have unlimited data rights for all data associated to this contract.

SECTION 5 – TECHNICAL DATA

The contractor shall deliver Exhibit A CDRLs.

The contractor shall ensure data is; timely, complete, valid, accurate, and consistent.

5.0 Technical Data Deliverables

CDRL: A001
 DID Number DI-QCIC-81110 NOT 2
 DID Title Inspection and Test Plan
 Applicable SOW Para. 3.2, 3.4, 3.5

CDRL: A002
 DID Number DI-NDTI-80603A
 DID Title Test Procedure
 Applicable SOW Para. 3.2, 3.5

CDRL: A003
 DID Number DI-NDTI-80809B NOT 2
 DID Title Test/Inspection Report
 Applicable SOW Para. 3.4, 3.4.2, 3.4.3.2, 3.4.3.4, 3.5

CDRL: A004
DID Number DI-NDTI-81307A
DID Title First Article Qualification Test Plan and Procedures
Applicable SOW Para. 3.2, 3.4.3.1

CDRL: A005
DID Number DI-MISC-80508B
DID Title Technical Report-Study/Services - Production Inspection (PI) Testing
and Production Control Inspections (PCI)
Applicable SOW Para. 3.5

CDRL: A006
DID Number DI-SESS-80858D
DID Title Supplier's Configuration Management Plan
Applicable SOW Para. 3.7

CDRL: A007
DID Number DI-SESS-81253E
DID Title Configuration Status Accounting (SCA) Information
Applicable SOW Para. 3.7

CDRL: A008
DID Number DI-SESS-80639E
DID Title Engineering Change Propoal (ECP)
Applicable SOW Para. 3.2, 3.7

CDRL: A009
DID Number DI-SESS-80640E
DID Title Request for Variance
Applicable SOW Para. 3.7

CDRL: A010
DID Number DI-SESS-81022E
DID Title Configuration Audit Summary Report and Certification
Applicable SOW Para. 3.7, 3.7.1.2

CDRL: A011
DID Number DI-SESS-80255B
DID Title Failure Summary and Analysis Report
Applicable SOW Para. 3.9.3, 3.9.4

CDRL: A012
DID Number DI-MGMT-81861C
DID Title Integrated Program Management Data and Analysis Report (IPMDAR)
Applicable SOW Para. 3.8

CDRL: A013
DID Number DI-MGMT-81928 NOT 1
DID Title Contractor's Progress and Status Report
Applicable SOW Para. 3.8

CDRL: A014

DID Number DI-ADMN-81249C
 DID Title Meeting Agenda
 Applicable SOW Para. 3.8.1

CDRL: A015
 DID Number DI-ADMN-81373 NOT 2
 DID Title Presentation Material
 Applicable SOW Para. 3.8.1, 3.9.2

CDRL: A016
 DID Number DI-ADMN-81250C
 DID Title Meeting Minutes
 Applicable SOW Para. 3.8.1

CDRL: A017
 DID Number DI-QCIC-81794A
 DID Title Quality Assurance Program Plan (QAPP)
 Applicable SOW Para. 3.9

CDRL: A018
 DID Number DI-MISC-80508B
 DID Title Technical Report-Study/Services – Trip Report
 Applicable SOW Para. 4.3

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 _____ dated _____ in response to Solicitation No. N0016423RGP75.

(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.

*Offeror to fill in Proposal No. and date in paragraph (a).

(End of text)

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

(a) Definitions. As used in this text:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous Materials (NAVSEA 05P5) via the cognizant contract administration safety office. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

(End of Text)

OF MERCURY (NAVSEA) (MAR 2019)

(a) Definitions. As used in this text:

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

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

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

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

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

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

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

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

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

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

(4) The Contractor shall ensure that mercury and mercury compounds do not contact hardware surfaces in systems covered by NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submarine air systems, level I systems per NAVSEA Publication 0948-LP-045-7010, NAVSEA Material Control Standard, or the submarine safety program (SUBSAFE) surfaces during maintenance or repair. Such hardware is designated as mercury-free. The Contractor shall ensure that all

other hardware that could be structurally degraded by contamination with elemental mercury or reactive mercury compounds is separated from it by sufficient distance, or boundaries of containment that effectively prevents contact in all but the most extreme circumstances.

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

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

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

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

(c) In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous Materials (NAVSEA 05P5) via the cognizant contract administration safety office. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.

(End of Text)

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

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

(End of Text)

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

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

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

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

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

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

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

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

(2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

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

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

(End of text)

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

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

(End of text)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(End of text)

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) sponsor:

NSWC-CR, Code GXP

(Name of Individual Sponsor)

Mr. Curt Sullivan

(Name of Requiring Activity)

Crane, IN

(City and State)

(End of text)

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

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

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

(End of text)

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

Item(s) 0001 through 0005 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-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)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

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

Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness. The data shall, on

request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

E-246-W004 PROCUREMENT QUALITY ASSURANCE INSPECTION AND ACCEPTANCE (NAVSEA) (OCT 2018)

(a) Initial inspection of the supplies to be furnished hereunder shall be made by the Contractor with NSW Crane witnesses present at the contractor's or subcontractor's plant located at To Be Completed at Award. The contractor shall notify the cognizant inspector when the material is available for inspection. The place designated for such inspections shall not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by NSWC Crane within four(4) months after delivery of First Article units (CLIN 0001) to NSW Crane.

(b) Initial inspection shall consist of quality assurance at point of manufacture or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out/testing of the supplies.

(End of text)

SECTION E NOTE

Inspection and acceptance of supplies to be furnished under CLIN 0002 through CLIN 0005 shall be made by DCMA Office TBD at Award at the Contractor's or Subcontractor's plant located at TBD at Award. The cognizant inspector shall be notified when the material is available for inspection.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	365 dys. ADC	38	NAVAL SURFACE WARFARE CENTER CRANE DIV M/F: CURT SULLIVAN (BLDG 41 NE) BUILDING 41 SE CENTRAL RECEIVING 300 HWY 361 CRANE IN 47522-5001 812-854-4113 FOB: DESTINATION	N00164
0002	365 dys. ADC*		(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0003	365 dys. ADC*		(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0004	365 dys. ADC*		(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0005	365 dys. ADC*		(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0006	IAW Contract Data Requirements Lists DD 1423s	IAW Contract Data IAW Contract Data Requirements Lists DD Requirements Lists 1423s DD 1423s		IAW Contract Data Requirements Lists DD 1423s
0007	N/A	N/A	N/A	N/A

*See "Delivery Note for All CLINs"

DELIVERY NOTE FOR ALL CLINS

ADC above stands for "After Date of Contract", but in the case of this Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract resulting from this solicitation, ADC will mean After Date of Delivery Order. Delivery for CLIN 0001 will be 365 days ADC. Delivery for CLINs 0002 through 0005 will be 365 days ADC thereafter. Initial deliveries under CLIN 0002 through 0005 shall be 365 days After First Article Approval unless First Articles are waived (See Section M). In the case of multiple quantities being procured on one Delivery Order for any combination of CLINs 0002 through 0005, staggered deliveries will be acceptable. For example, if a Delivery Order has a quantity for two units to be delivered, the first unit is due 365 days ADC and the second unit is due 365 days after the delivery of the first unit or 730 ADC. Delivery for CLIN 0006 is in accordance with Contract Data Requirements Lists (CDRLs) DD 1423s A001 through A018.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order
52.242-17 Government Delay Of Work

AUG 1989
APR 1984

52.247-34 F.O.B. Destination
52.247-48 F.O.B. Destination--Evidence Of Shipment

NOV 1991
FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

CLAUSES INCORPORATED BY FULL 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 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.

(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	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*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.

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

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

To be completed by the Government at time of award.

(End of clause)

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

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

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions—Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

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

This entire Base IDIQ is fixed priced (FP).

(End of text)

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

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

(End of text)

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

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

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

(c) The points of contact are as follows:

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

Name: [*]

Address:

[*Street]

[*City, State, Zip]

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

E-mail: [*]

(ii) The Contract Specialist is:

Name: [*]

Address:

[*Street]

[*City, State, Zip]

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

E-mail: [*]

(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 by the Government at time of 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 **NSWC Crane**. 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.

(End of text)

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

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

The PCO will retain all functions except, FAR 42.302(a)(5), (9), (11), and (12).

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

N/A

(End of text)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-19	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
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 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
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	SEP 2021
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	NOV 2021
52.219-9 Alt II	Small Business Subcontracting Plan (NOV 2021) Alternate II	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021

52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	DEC 2022
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	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	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2022
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 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
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.215-7008	Only One Offer	JUL 2019
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
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	OCT 2020
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	AUG 2022
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
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
252.243-7001	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
252.246-7007	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

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

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

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

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

(a) The Contractor shall test 38 unit(s) of Lot/Item 0001 as specified in this contract. At least 30 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 365 calendar days from the date of this contract to Naval Surface Warfare Center Crane, M/F: Curt Sullivan, Bldg. 41NE, 300 HWY 361, Crane, IN 47522-5001, TEL: 812-854-4113 marked "FIRST ARTICLE TEST REPORT: Contract No. N0016423DGP75 , Lot/Item No. 0001" Within 30 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.

**See Statement of Work paragraph 3.4.3 in Section C herein for additional details.*

(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 from **Upon Award* through **5 Years After 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.

***Dates will be inserted at award.**

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 Ship Set (quantity)**, 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 **3 Ship Sets (quantity)**;

(2) Any order for a combination of items in excess of **3 Ship Sets (quantity)**; 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 **acceptable delivery of all deliverables ordered during the ordering period.**

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

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

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

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

(End of clause)

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

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, subline, or exhibit line item.

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

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

Contract line, subline, or exhibit line item No.	Item description
*To be completed by the Government at Award	

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

Contract line, subline, or exhibit line item No.	Item description
*To be completed by the Government at Award	

(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 paragraphs (c)(1)(i), (ii), (iii), or

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

version.

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

(3) Unique item identifier type.**

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

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

- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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

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

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

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

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

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

(g) Subcontracts. If the Contractor acquires by subcontract any items 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.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to

compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLS A001through A018	18	13-SEP-2022
Attachment 1	Past Performance Questionnaire	2	26-JAN-2023
Attachment 2	Past Performance Matrix	4	26-JAN-2023
Attachment 3	DD254	8	05-AUG-2022
Attachment 4	GFI List	8	14-DEC-2022

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022

CLAUSES INCORPORATED BY FULL TEXT

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS
PRICE
ITEM QUANTITY QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)

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

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

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

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

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

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N/A (i) 52.204-17, Ownership or Control of Offeror.

N/A (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

N/A (vii) 52.227-6, Royalty Information.

N/A (A) Basic.

N/A (B) Alternate I.

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

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

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

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (NOV 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

____ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

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

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

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

☐ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

N/A (iii) 252.225-7020, Trade Agreements Certificate.

N/A Use with Alternate I.

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

N/A (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

N/A Use with Alternate I.

N/A Use with Alternate II.

N/A Use with Alternate III.

N/A Use with Alternate IV.

N/A Use with Alternate V.

N/A (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

N/A (vii) 252.232-7015, Performance-Based Payments--Representation.

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

FAR/DFARS provision No.	Title	Date	Change

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

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS - REPRESENTATION (MAY 2020) (DEVIATION 2020-O0015)

(a) *Prohibition.* Section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits DoD from using or procuring -

(1) An unmanned aircraft system (UAS), or any related services or equipment, that -

(i) Is manufactured in the People’s Republic of China or by an entity domiciled in the People’s Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People’s Republic of China or by an entity domiciled in the People’s Republic of China;

(iii) Uses a ground control system or operating software developed in the People’s Republic of China or by an entity domiciled in the People’s Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People’s Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured-

(i) In the People’s Republic of China; or

(ii) By an entity domiciled in the People’s Republic of China.

(b) *Representations.* By submission of its offer, the Offeror represents that it will not provide or use -

(1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)

(a) Definitions. As used in this provision -

Agency or instrumentality of the government of Venezuela means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela".

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means -

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror -

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

252.239-7017 NOTICE OF SUPPLY CHAIN RISK (FEB 2019)

(a) Definition. Supply chain risk, as used in this provision, means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

(b) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to an offeror and its supply chain.

(c) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of provision)

K-227-W001 INSTRUCTIONS FOR OBTAINING EXPORT-CONTROLLED TECHNICAL DATA (NAVSEA)
(MAY 2022)

(a) An offeror may not receive export-controlled technical data, which is specified in this solicitation, unless the offeror is a qualified U.S. contractor as defined in paragraph (b). See paragraph (c) and (d) for instructions on becoming a qualified U.S. contractor. Questions about this program or DD Form 2345 should be addressed to U.S./Canada Joint Certification Office, Defense Logistics Information Services (DLIS), Federal Center, 74 Washington Avenue North, Battle Creek, MI 49017-3084; or telephone (877) 352-2255; or email jcp-admin@dla.mil.

(b) By Department of Defense (DOD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, ☐ certifies ☐ does not certify, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

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

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

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

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

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

(c) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to U.S./Canada Joint Certification Office, Defense Logistics Information Services, Federal Center, 74 Washington Avenue, North, Battle Creek, MI 49017-3084.

(d) Canadian contractors may be qualified in accordance with the Directive for technical data that do not

require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLIC.

***To be completed by Offeror**

(End of text)

Section L - Instructions, Conditions and Notices to Bidders

REQUEST FOR DRAWING

ACTION REQUIRED: If you are interested in providing a proposal in response to this solicitation, a response via email to Ms. Erin Sherfield: erin.c.sherfield.civ@us.navy.mil (cc: tyler.j.stoll2.civ@us.navy.mil) must be provided requesting the drawing listed on Attachment 4 to Section J of this solicitation. Upon receiving a request for the drawing, Ms. Sherfield will provide the drawing through the AMRDEC SAFE webpage found at <https://safe.amrdec.army.mil/safe/Welcome.aspx>.

PROPOSAL REQUIREMENTS

The contractor's proposal shall include the following:

Volumes	Includes	Page Limitation
Technical and Management Capabilities (Volume I)	Subfactor A – Technical Approach	75 Pages
	Subfactor B – Management Approach	25 Pages
Past Performance (Volume II)	Past Performance Summary	5 Pages
	Past Performance Questionnaire (PPQ)	2 Pages
	Past Performance Matrix	1 Page
Completed Solicitation Including Pricing (Volume III)	Solicitation Fill-In Information	No Page Limit
	Pricing Matrix Fill-In	
Small Business Subcontracting Plan (Volume IV)		No Page Limit
Standard Warranty Terms and Conditions (Volume V)		No Page Limit

General Information:

- a) Offerors shall submit a list of names and telephone numbers of persons authorized to conduct discussions.
- b) Proposals shall not contain classified information.
- c) Proposals submitted in response to this solicitation shall be valid for 365 calendar days.
- d) Delivery & Submission Method

1) Electronic Delivery of Proposals. Electronic submission to erin.c.sherfield.civ@us.navy.mil are required. Timeliness of proposals will be determined in accordance with FAR 52.215-1(c)(3)(ii)(A) as applicable. Do not send files containing personally identifiable information (PII), .zip files or other large electronic files via email. Utilization of AMRDEC SAFE, at <https://safe.amrdec.army.mil/safe/Welcome.aspx>, is an acceptable transmission tool. AMRDEC SAFE

supports files sizes up to 2GB. If using AMRDEC SAFE, an Offeror shall send a drop off request email to Ms. Sherfield email provided herein. Offerors must send the request for drop off email at least two (2) days prior to the RFP deadline to allow for any potential delays and to ensure all information is received timely. Offerors shall comply with the detailed instructions for format and content of proposals.

Any proposal sent by electronic submission must be completely received in the POC's email inbox prior to the time the solicitation closes in order to be timely; therefore, please take into consideration the time the electronic transmission process may take for the POC to actually receive your email when submitting NSWC Crane will NOT accept facsimile proposals or proposals submitted via Navy Electronic Business Opportunities (NECO).

e) Proposal Format - Format of the proposal volumes shall be as follows:

- 1) Text size shall be no smaller than what is equivalent to Microsoft Word, Times New Roman, 10 point, uncompressed font.
- 2) Pages shall be single sided, one and one half spaced, with a minimum of one inch margins on all sides. Pages shall be dated and numbered sequentially by volume. A cover sheet shall be included in each volume, clearly marked as to volume number, title, "original" or copy number, solicitation identification, and the offeror's name.
- 3) Each volume shall contain a glossary of all abbreviations and acronyms used with an explanation for each.
- 4) Elaborate format, color representations, and bindings are not desirable. Any pages that are changed (as the result of negotiations) should be of a different color (as specified by the Contracting Officer) and have changed information clearly marked by a vertical line in the right margin of the page and/or circling if changing data in a chart. The offeror shall indicate the new date on revised pages.
- 5) Legible tables, charts, graphs and figures shall be used when necessary to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume and count as one page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; not for pages of text. For tables, charts, graphs, and figures, the text shall be no smaller than 8 point, Times New Roman.
- 6) Offerors shall include their best terms in their initial proposals.

I. Factor I – Technical and Management Capabilities

a) The Technical Acceptability Information shall be submitted as Volume I (100-page limit).

1. Offerors shall not include any pricing within Volume I.
2. Offerors shall identify any "exceptions" to the Specifications, Drawings, and Statement of Work and state precisely how the offered supplies/services differ from the solicitation documents. ALL EXCEPTIONS SHALL BE NOTED ON THE APPLICABLE VOLUMES COVER PAGE.
3. Each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the Government. Each technical proposal shall be specific, detailed, and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions to technical problems. Statements that paraphrase the specifications/Statement of Work or attest that "standard

procedures will be employed” are inadequate to demonstrate how the proposal complies with the requirements of the specification/Statement of Work.

SUBFACTOR A – TECHNICAL APPROACH

Product Baseline Comprehension

Standard 1:

Offeror shall provide a detailed description of their understanding of the TR-343 Transducer, including the technical data package, performance requirements, and plan to meet the requirements. Discussion shall include:

- a. Critical Item Production Fabrication Specification (CIPFS)
- b. Ceramic Requirements
- c. Sonar Parameters and Environmental Requirements
- d. Detailed plan of procedures, facilities, equipment, and personnel that will be utilized to meet the technical requirements

Standard 2:

Offeror shall provide a detailed description of their understanding of the TR-343 Transducer major subassemblies, critical components and their relationships to transducer performance. Discussion shall include:

- a. The major sub-assemblies and how they function in the transducer
- b. Critical materials and components and how they affect acoustic and environmental performance
- c. Any sub-assemblies that will be subcontracted

Critical Processes and Procedures

Standard 1:

Offeror shall address their comprehension of the critical processes inherent with the TR-343 Transducer, and their capabilities in executing these critical processes, including a process flow diagram and discussion of process control capabilities. Discussion shall include:

- a. Identification of the critical processes
- b. Critical processes impact on performance
- c. Description of the process flow
- d. Process control approach

Standard 2:

Offeror shall address their comprehension of the manufacturing procedures necessary, including an assembly flow diagram. Discussion shall include:

- a. TR-343 Transducers manufacturing procedures
- b. Assembly flow structure

Inspection and Test Capabilities

Standard 1:

Offeror shall address the inspection requirements and their approach to Production Inspection requirements, including inspection capabilities, identification of critical inspection points and incoming inspection processes. Discussion shall include:

- a. Inspection requirements
- b. Production Inspection requirements

- c. Production Control Inspection requirements
- d. Critical inspection points in the manufacturing process
- e. How the incoming inspection process ensures material and components meet the requirements of the technical data package

Standard 2:

Offeror shall address the testing requirements including their plan to meet the requirements. Discussion shall include planned in house and subcontracted testing and the Offeror's approach to First Article testing. Discussion shall include:

- a. Testing requirements
- b. In-house testing capabilities
- c. Monitoring of testing if subcontracted
- d. First Article Testing approach

Standard 3:

Offeror shall describe their testing facilities, including acoustic, hydrostatic, and First Article testing facilities and equipment. Discussion shall include:

- a. Acoustic test facilities
- b. Hydrostatic testing facilities
- c. Testing equipment to meet the requirements of the Critical Item Production Fabrication Specification
- d. Any off-site testing needed

Manufacturing Facilities and Equipment

Standard 1:

Offeror shall describe their manufacturing facilities including equipment, manufacturing capacity, throughput capabilities. Discussion shall include:

- a. Offeror's manufacturing equipment
- b. Offeror's manufacturing capacities and throughput capabilities

NOTE: Without this information, the Offeror may be deemed unacceptable and may not be considered for further evaluation.

SUBFACTOR B – MANAGEMENT APPRAOCH

Quality Assurance

Standard 1:

Offeror shall address their quality assurance program, including submission of quality certification certificates. Offerors shall describe their calibration program, statistical process control program, and Failure Reporting, Analysis, and Corrective Action System. Discussion shall include:

- a. Quality assurance program
- b. Any quality achievement certificates
- c. If the quality assurance program meet the requirements of ANSI/ASQC Q9001-1994
- d. Statistical process control program to enhance quality
- e. Tracking of Failure Reporting, Analysis and Corrective Action

Material Management

Standard 1:

Offeror shall describe their approach to material management, including material traceability, material inspection processes, handling of non-conforming material, identification of material resource planning system and inventory controls, and control of shelf life material. Discussion shall include:

- a. Control of material traceability
- b. Material inspection process
- c. Handling of non-conforming material
- d. Material resource planning
- e. Inventory controls
- f. Control of shelf life materials

Program Planning

Standard 1:

Offeror shall discuss their approach to program planning. Offeror shall address their plan for tracking schedules and shall demonstrate the timeliness and reasonableness of the offeror's proposed schedule in meeting all required delivery requirements within Section F of this Solicitation. The proposal shall describe any management tools used to aid in progress tracking. Discussion shall include:

- a. Approach to program planning
- b. Program plan's key elements
- c. Tracking and maintenance of schedules
- d. Demonstration of compliance with delivery requirements

Subcontractor Management

Standard 1:

Offeror shall explain their subcontractor management process, including contract requirements and process requirements flow down. Discussion shall include:

- a. If the Offeror has a dedicated subcontractor management staff
- b. Flow down of contract requirements to subcontractors
- c. Flow down of process requirements to subcontractors

Standard 2:

Offeror shall explain their supplier selection system, including identification of proposed key suppliers and information used in supplier selection. Discussion shall include:

- a. Key suppliers
- b. Information requested from suppliers during pre-award surveys

Standard 3:

Offeror shall discuss their approach to problem resolution with subcontractors, including controls to minimize problems. Discussion shall include:

- a. Approach to external vendor problems
- b. Controls to minimize vendor problems

Small Business Participation

Standard 1:

Offeror shall describe their approach for including small business during the performance of this tasking and the amount and type of work to be performed. Offeror shall describe the extent to which their company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB), woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. Discussion shall include:

- a. Approach to small business inclusion
- b. Amount and type of work to be performed by small businesses
- c. Commitment for participation of:
 - i. Small business
 - ii. Small and disadvantaged business
 - iii. Woman-owned business
 - iv. Historically black colleges and universities
 - v. Other minority institutions

II. Factor II- Past Performance

- a) The Past Performance portion of the proposal shall be submitted as a part of Volume II.
- b) Offerors shall provide a minimum of three (3) and a maximum of five (5) past performance references on prior contracts that are recent and relevant to this requirement.
- c) **Offerors shall contact past performance references directly and request that they complete and submit the Past Performance Questionnaire (PPQ), Attachment 1 in Section J herein, before the closing date and time in Block 9 of Page 1 of the Solicitation.** Under no circumstances shall the completed PPQs be sent to or by the proposing Offerors. Any information provided by the Offeror's references is subject to verification/validation by the Government during the evaluation process. In the event references are not received by the close of the solicitation, the Government may make contact and follow up with the listed references.
- d) Offeror shall provide a one (1) page matrix, Attachment 2 in Section J herein, identifying the following information for each of the PPQs sent out:
 - 1) Organization/Customer
 - 2) Brief Description
 - 3) Contract Number
 - 4) Telephone & E-mail of Organization/Customer Point of Contact (POC)

Proposals must attest that PPQs have been sent to each POC; failure to send the PPQ to each POC may result in exclusion of the offeror's proposal from consideration for award. The offeror shall exert its best efforts to ensure that at least three PPQ are submitted directly to the Government.

- e) Offerors should include a narrative of any significant achievements and explain any rectification of Past Performance problems that are relevant to the proposed efforts.
- f) **For the purposes of this solicitation, recent contracts are defined as those on which performance occurred during the last three (3) years from the proposal due date on Page 1.** In determining relevancy, the offeror should consider the type and value of the contract, and the type of requirement compared to this solicited requirement. Offerors should also consider the level or amount of effort. Offerors must detail (if using the "related technology" as a reference) how the "related technology" is applicable to the solicited effort. Should the Offerors not explain how the related technology is applicable, the reference may not be considered relevant. If an Offeror has no current or relevant past performance information, they should so state that in this volume

- g) Each Offeror shall submit present and past performance information for itself on projects of similar size, scope, and technical complexity. The Offerors may choose to submit present and past performance information for major proposed subcontractors, team members, and/or joint venture partners that have experience in projects of similar size, scope, and technical complexity with its proposal. The total number of past performance references for each Offeror shall not exceed five (including any references submitted by subcontractors, team members and/or joint ventures). The Offeror may submit performance on classified programs as long as that information can be verified in an unclassified manner. If the Offeror intends to submit in this manner the information that is classified (customer, contract number, etc.) should be marked “reserved” and the description/write up of the work performed shall remain unclassified. If the Offeror cannot describe what work was accomplished in an unclassified manner they cannot submit that program for evaluation. Offerors are notified that the Government will use the data provided in this volume that is determined to be current and relevant to the effort at hand and data obtained from other sources in the development of performance risk assessments.

III. Factor III – Pricing Included in Completed Solicitation

- a) Offerors shall submit a list of names and telephone numbers of persons authorized to conduct discussions in a cover letter.
- b) Offerors shall submit a completed and signed solicitation package, with all representations and certifications executed within.
- c) Offerors shall submit unit prices for each proposed item listed in Section B. Completion of unit pricing matrices is required.
- d) The prices shall include all shipping and be proposed FOB Destination.
- e) Data (CLIN 0006) is Not Separately Priced (NSP)

IV. Small Business Subcontracting Plan

- a) Required IAW FAR 52.219-9 and DFARS 252.219-7003.
- b) Large business concerns are required to submit a subcontracting plan and show compliance with all Government subcontracting regulations. The extent of participation of small business in performance of the contract shall be evaluated in accordance with DFARS 215.304.

V. Standard Warranty Terms and Conditions

- a) Offerors shall provide a copy of any Standard Warranty being proposed and shall be provided as Volume V.

EXCEPTIONS

Offerors are not encouraged to take exceptions to this solicitation. Any exceptions taken to the terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter. Offerors are to detail the particular section, clause paragraph and page to which they are taking exception. The Government is not required to concur with any exceptions, and Offerors are placed on notice that exceptions, depending on their significance, may result in an offer being determined unacceptable.

(End of Text)

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.215-7016	Notification to Offerors--Postaward Debriefings	MAR 2022
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 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

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JUL 2021)

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

(1) ASSIST (<https://assist.dla.mil/online/start/>);

(2) Quick Search (<http://quicksearch.dla.mil/>).

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

(1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

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

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

(End of provision)

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 N/A DX rated order; **Applicable** DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this

regulation.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite-Delivery, Indefinite-Quantity (IDIQ) Firm-Fixed-Price (FFP) contract resulting from this solicitation.

(End of provision)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(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

Mr. Tyler J. Stoll
Bldg 3373, Code 0221
300 Hwy 361
Crane, Indiana 47522
Phone: 812-854-1342
Email: tyler.j.stoll2.civ@us.navy.mil

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

(End of provision)

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

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

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

(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 [Defense Federal Acquisition Regulation Supplement](#) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

L-204-H003 NOTIFICATION OF USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2019)

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

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

(1) The support contractor not disclose any information;

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

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

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

(c) Submission of a proposal will be considered as consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file management support contractor for the limited purpose of executing its file support contract responsibilities.

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

(End of provision)

L-209-H009 NOTIFICATION OF POTENTIAL ORGANIZATIONAL OR PERSONAL CONFLICT(S) OF INTEREST (NAVSEA) (APR 2022)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, either as a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to GXP, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all-inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (OCI) or similar requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an OCI or similar requirement in current or completed contract(s), the Offeror shall comply with FAR subpart 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI or similar requirement.

(b) Offerors also are reminded that certain potential conflicts of interest may arise where an Offeror has unequal access to nonpublic information about a competitor that may provide the Offeror with an unfair competitive advantage and preclude, restrict or limit participation, in whole or in part, either of the individual, subcontractor or prime contractor under this competitive procurement. For example, a potential conflict may arise if former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror may have gained access to nonpublic information about a competitor through participation in previous or ongoing performance or during the solicitation development/source selection process associated with this competitive procurement, and then participates in the formation of the Offeror's proposal. Other potential conflicts of interest may arise where either the former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror under this competitive procurement set the ground rules for competition; for example, by drafting specifications or assisting in the drafting of the statement of work. General guidance may be found in FAR 3.101 and 9.505; however, this guidance is not all-inclusive.

(c) If an Offeror identifies a potential conflict of interest that exists at any tier, that Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract or previous source selection's solicitation number and name and phone number of the Contracting Officer for the contract which gives rise to a potential conflict of interest; (2) a copy of the requirement; (3) the statement of work and technical instruction from the existing contract, as applicable; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; (5) a brief description of the individual's, subcontractor's, or teaming partner's unequal access to nonpublic information about a competitor, which may lead to a conflict of interest in the formation of the Offeror's proposal, or establishment of ground rules for this competitive procurement, as applicable; (6) an OCI mitigation plan, as applicable; and (7) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the Offeror. The requirement to identify potential conflicts of interest as outlined herein continues until contract award. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(d) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk regardless of whether the Government determines a personal or organizational conflict of interest does or does not exist.

(e) Any potential prime contractor which proposes an individual, subcontractor, or teaming partner later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible individual, subcontractor or teaming partner. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(f) If the Offeror determines that a potential organizational and/or personal conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

(End of provision)

L-211-W003 TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – SUPERSEDING PART NUMBERS (NAVSEA) (OCT 2018)

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

L-215-H007 SUBMISSION OF QUESTIONS BY OFFERORS — ALTERNATE I (NAVSEA) (NOV 2021)

(a) Offerors may submit questions or request clarification of any aspect of this solicitation. It is the Offeror’s responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the SOW or PWS (as applicable) and other solicitation documents attached hereto or incorporated by reference. Each question should identify solicitation number, document, page number, paragraph number or other identifier relating to the question. Questions without this information may not be answered. Acknowledgment of questions received will not be made.

(b) The deadline for receipt of questions is **1500 EST on Thursday, February 2, 2023**. Although every effort will be made, the Government makes no guarantee that questions received after the date above will be answered.

(c) All questions shall be submitted via email to the point of contact listed for this solicitation. Responses will be posted to the SAM web page at <https://www.SAM.gov>.

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

M-209-H001 WAIVER OF FIRST ARTICLE REQUIREMENTS (CONTRACTOR TESTING) – BASIC (NAVSEA) (OCT 2018)

(a) If supplies identical or substantially identical to those called for in the Schedule have been previously furnished by the offeror and have been accepted by the Government, the first article requirements may be waived by the Government. The Offeror shall identify below the contract(s) under which supplies identical or substantially identical to those called for have been previously accepted by the Government:

Contract(s) _____

(b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.

(c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, the price used in determining best value to the Government, using tradeoff evaluation criteria, will be either the price submitted for OFFER A or the price submitted for OFFER B if the Government determines an offeror is eligible for first article waiver. The decision whether to grant a waiver is entirely at the discretion of the Government.

(d) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references relating to the first article will not apply.

(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)

EVALUATION CRITERIA**BEST VALUE EVALUATION**

- a) As specified in the FAR 52.215-1 “Instructions to Offerors--Competitive Acquisition” provision, the Government intends to evaluate proposals and award either a single contract without discussions. Therefore, Offerors are instructed to include their best terms in their initial proposals as described in Section L. The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.
- b) To be eligible for award, Offerors are required to meet all solicitation requirements, including terms and conditions and representations and certifications and to provide all information required by Section L of this solicitation. Failure to comply with all the solicitation requirements may result in the Offeror being removed from consideration for award. **PROPOSALS THAT DO NOT CONFORM TO THE**

REQUIREMENTS STATED HEREIN MAY BE DETERMINED UNACCEPTABLE AND MAY BE REJECTED WITHOUT FUTHER EVALUATION.

- c) The Government intends to award a contract to the responsible Offeror whose proposal represents the best value to the Government after evaluation in accordance with the factors in the solicitation. The best value proposal will be selected using a tradeoff process, as defined in FAR 15.101-1, which permits tradeoffs among cost/price and non-cost/price factors. Accordingly, the Government may accept other than the lowest cost/price proposal where the additional benefits of the higher cost/price proposal merit the additional cost/price. Conversely, the Government may select a lower-cost/price, lower rated proposal if the Government determines that the premium associated with the higher-rated proposal is not justified.
- d) The Offeror's proposal shall be in the format prescribed by, and shall contain a response to, each of the areas identified in Section L. The order of importance for the evaluation factors is established as follows:

Factor	Subfactor
Factor I - Technical and Management Capabilities	Subfactor A – Technical Approach
	Subfactor B – Management Approach
Factor II – Past Performance	
Factor III – Total Evaluated Price (TEP)	

Factor I (Technical) is of equal importance with Factor II (Past Performance). Factor II (Past Performance) is more important than Factor III (Price). Factors I and II are more important than Factor III. Factors I and II (factors other than cost/price), when combined, are significantly more important than Factor III (Price). The price factor becomes more important as the degree of equality of Factors Other Than Cost/Price increases, or when the cost/price is so significantly high as to diminish the value of the technical superiority to the Government.

Within Factor I, Subfactor A (Technical Approach) and Subfactor B (Management Approach) are equally weighted. Under Factor II, although no subfactors are specifically listed, past performance will be assessed by considering aspects such as quality of product or service, timeliness of performance, and overall customer satisfaction. The three aspects to past performance (recency, relevancy, and quality) will be considered within the performance confidence assessment. Factor III, Price will not be rated, but will be considered in determining the "best value" to the Government. Past Performance information may be evaluated upon receipt prior to the closing date of the solicitation.

STANDARDS FOR EVALUATION:

The contract resulting from this solicitation will be awarded based on the following evaluation factors:

1. FACTOR I – TECHNICAL AND MANAGEMENT CAPABILITIES:

- a) The Offeror will be evaluated based on the narrative provided in response to the Standards listed in Section L. Furthermore, the evaluation will assess the Offeror's ability to meet the requirements of the technical data package, including but not limited to the Statement of Work and drawings. The evaluation will also consider the successful application of Government and industry standards and best practices and innovative approaches that added value to the project/program and benefitted the Government. The objective of the evaluation is to:
1. Develop insight in to the Offeror's relative capability and the relative risk associated with contracting with the Offeror; and

2. Determine the degree to which the Offeror has previously encountered the kinds of work, uncertainties, challenges, and risks that it is likely to encounter under the prospective contract.

b) The Government will also review any exceptions taken to the requirements.

c) Factor I will be assigned at the following adjectival ratings:

Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Note: If an Offeror receives a Technical and Management Capabilities rating less than "Acceptable", the Government may not evaluate the Offerors Past Performance as the Offeror may not be considered for award.

Technical and Management Definitions:

Strength - An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Meets Requirement – Offeror's Proposal merely meets the requirements of the RFP. No evidence of strengths, weaknesses, or deficiencies exists, but meets the minimum standards. For a proposal aspect that meets the requirement no strength, weakness, or deficiency are documented.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness – A flaw that appreciably increases the risk of unsuccessful contract performance.

Deficiency - A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Risk - The potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical Factor or Subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

2. **FACTOR II – PAST PERFORMANCE**

Past performance is a measure of the degree to which the Offeror and its subcontractors satisfied its customers in previous relevant contracts and complied with Federal, State, and local laws and regulations. The Government will evaluate past performance by determining whether the past performance reference meets the requirement of being performed within the last three (3) years from the proposal due date on page 1. Then, the Government will determine whether the reference is similar in scope, size and complexity when compared to the current tasking requirements identified in the Statement of Work and drawings. In addition, the Government will consider the responses received in regards to the Offeror having provided quality services. Past Performance references that reflect projects with a similar scope, size and complexity to efforts described in this solicitation will be considered to have greater importance in the evaluation of this Factor.

There are three (3) aspects to the Past Performance evaluation: Recency, Relevancy (including context of data), and Quality (including general trends in Contractor performance and source of information).

- a) **Recency:** The first aspect is to evaluate the recency of the Offeror's past performance. Recency is generally expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information. Per Section L, Factor II, Paragraph (f), Offerors shall provide Past Performance references from the past three (3) years from the proposal due date on page 1.
- b) **Relevancy:** The second aspect of the past performance evaluation is to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. In establishing what is relevant for the acquisition, consideration is given to those aspects of an Offeror's history of contract (or subcontract) performance that would provide the most context and give the greatest ability to measure whether the Offeror will successfully satisfy the current requirement. Common aspects of relevancy include scope and magnitude of effort and complexities this solicitation requires compared with recent effort(s) accomplished by the Offeror. Scope, magnitude of effort, and complexities included, but are not limited to, the following: similarity of service/support, complexity, dollar value, contract type, use of Key Personnel (for services) and extent of subcontracting/teaming. Relevancy ratings are based on the definitions below:

Relevancy Rating	Description
Very Relevant	Present/Past Performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/Past Performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/Past Performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/Past Performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

- c) **Quality:** The third aspect of the past performance evaluation is to establish the overall quality of the Offeror's past performance (see FAR 15.304(c)(2)). The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the Offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the Offeror performed those past contracts. The Government will review all past performance information collected and determine the quality of the Offeror's performance and usefulness of the information and incorporate these into a Performance Confidence Assessment. A separate quality assessment rating is not required; rather, the Past Performance Confidence Assessment rating is based on the Offeror's overall record of Recency, Relevancy, and Quality of performance.

Performance Confidence Assessment is an evaluation of the likelihood (or Government's confidence) that the Offeror will successfully perform the solicitation's requirements; the evaluation is based upon Past Performance information.

Performance Confidence Assessment ratings are as follows:

Confidence Ratings	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Unknown Confidence	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of Past Performance.

The Government may use other information available from Government sources, to evaluate an Offeror's or subcontractors' past performance. The Government may also consider past performance information obtained from sources other than those identified by the Offeror or subcontractors, including Federal, State, and local Government agencies, Better Business Bureaus, published media and electronic databases, the Government's Past Performance Information Retrieval System (PPIRS) data base, and/or personal knowledge. The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror or subcontractors.

3. FACTOR III – TOTAL EVALUATED PRICE

Evaluation of an Offeror's proposal shall be based on the information presented in the proposal and information available to the Contracting Office from sources deemed appropriate. Sources typically considered include Defense Contract Audit Agency, Defense Contract Management Agency, other contracts with the same firms for similar items or services, known commercial sources such as Global Insight Inc. (formally Data Resources, Inc.), Standard and Poor, etc.

Price: CLINs 0001 through 0005 pricing will be evaluated for price reasonableness. Price will be evaluated by finding the Total Evaluated Price (TEP). The TEP will be determined by applying proposed unit prices against estimated ordering quantities over the five year ordering period. The TEP will be used for the comparison to other technically acceptable offers for a price reasonableness determination. The Contracting Officer may additionally use any of the other proposal analysis techniques that are described at FAR 15.404-1, as appropriate, to ensure that the final agreed-to-price is fair and reasonable.

Offerors may submit pricing for "Offer B" for each CLIN in accordance with clause M-209-H001. If First Article units are waived by the Government based on the information provided with an Offeror's proposal, the Government will not include the cost associated with the First Article units in the TEP. If First Article units are waived based on the Government's evaluation and an Offeror only submits "Offer A" in accordance with clause M-209-H001, the Government will remove the First Article costs from that offer for TEP purposes. If First Article units are waived and the Offeror provided "Offer B" in accordance with clause M-209-H001, the Government will utilize that offer to determine the TEP.

FIRST ARTICLE WAIVER NOTE

The Government will only consider contracts listed within the last **five (5) calendar years** in making its determination to waive the requirement for First Article units. Thus, Offerors should only list previous contracts within the last five (5) calendar years within clauses C-209-H003 and M-209-H001 to be reviewed by the Government.

(End of Text)