

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A7		PAGE 1 OF 168 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. N0002420R5602		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 03 Nov 2020		6. REQUISITION/PURCHASE NO. N0002420NR41521			
7. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD, DC 20376-2030  CODE N00024  TEL: FAX:				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".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Section L</u> until <u>10:00 AM</u> local time <u>22 Jan 2021</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME STACY CRISMAN		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 202-781-2015				C. E-MAIL ADDRESS stacy.crisman1@navy.mil			
<b>11. TABLE OF CONTENTS</b>											
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<b>OFFER (Must be fully completed by offeror)</b>											
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			
<b>AWARD (To be completed by Government)</b>											
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		ITEM			
						(4 copies unless otherwise specified)					
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

ITEM NO CLIN Number 0001	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
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System/Hardware for SSDS MK2  
FFP

Not to exceed 3 shipsets  
See Notes A, J, and K

FOB: Destination  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

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NET AMT

ITEM NO CLIN Number 0002	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
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OPTION Spares  
FFP  
Not to exceed 5 shipsets  
Spares in support of CLIN 0001  
See Notes C, G, J, and K

FOB: Destination  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

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NET AMT

ITEM NO CLIN Number 0003	SUPPLIES/SERVICES	QUANTITY 58,800	UNIT Hours	UNIT PRICE	AMOUNT
OPTION	Engineering Services CPFF See Notes C, D, and J FOB: Origin (Shipping Point) PURCHASE REQUEST NUMBER: N0002420NR41521 PSC CD: 1220				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO CLIN Number 0004	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
OPTION	Shore Site Matl Provisioned Items Order FFP See Notes C, H, J, and K (Estimated Value: \$20,950,000.00)  FOB: Destination PURCHASE REQUEST NUMBER: N0002420NR41521 PSC CD: 1220				
				NET AMT	

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
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SSDS MK2 EQUIPMENT

FFP

NTE 3 Shipsets

See Notes F, J, and K

FOB: Destination

PURCHASE REQUEST NUMBER: N0002420NR41521

PSC CD: 1220

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
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OPTION

PIO Future SSDS MK2 EQUIPMENT

CPFF

Provisioned Items Order Future SSDS MK2 EQUIPMENT

See Notes C, F, H, and J

(Estimated Value: \$41,070,000.00)

FOB: Destination

PURCHASE REQUEST NUMBER: N0002420NR41521

PSC CD: 1220

ESTIMATED COST

FIXED FEE

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TOTAL EST COST + FEE

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Other Direct Costs COST Other Direct Costs and Incidental Materials in support of CLIN 0003 See Notes C, E, and J (Estimated Value: \$1,000,000.00)
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FOB: Origin (Shipping Point)  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

ESTIMATED COST

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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Contract Data Requirements List

NSP  
See Contract Data Requirements List (Exhibit A)  
See Note B

FOB: Destination  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

ESTIMATED COST

ITEM NO CLIN Number 0009	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	AMOUNT
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OPTION	Data Rights License Upgrade Option FFP See Notes C, I, and K FOB: Destination PURCHASE REQUEST NUMBER: N0002420NR41521 PSC CD: 1220
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NET AMT

ITEM NO CLIN Number 1001	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
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OPTION	System/Hardware for SSDS MK2 FFP Not to exceed 5 shipsets See Notes A, C, J, and K  FOB: Destination PURCHASE REQUEST NUMBER: N0002420NR41521 PSC CD: 1220
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 1002		1	Each		

OPTION Spares  
FFP  
Not to exceed 5 shipsets  
Spares in support of CLIN 1001  
See Notes C, G, J, and K

FOB: Destination  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 1003		58,800	Hours		

OPTION Engineering Services  
CPFF  
See Notes C, D and J  
FOB: Origin (Shipping Point)  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

ESTIMATED COST  
FIXED FEE

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TOTAL EST COST + FEE

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
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OPTION	SSDS MK2 EQUIPMENT FFP NTE 5 Shipsets See Notes C, F, J, and K
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FOB: Destination  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Other Direct Costs COST Other Direct Costs and Incidental Materials in support of CLIN 1003 See Notes C, E, and J (Estimated Value: \$1,000,000.00)
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FOB: Origin (Shipping Point)  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

ESTIMATED COST



ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
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OPTION	System/Hardware for SSDS MK2 FFP Not to exceed 5 shipsets See Notes A, C, J, and K  FOB: Destination PURCHASE REQUEST NUMBER: N0002420NR41521 PSC CD: 1220				
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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	AMOUNT
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OPTION	Spares FFP Not to exceed 5 shipsets Spares in support of CLIN 2001 See Notes C, G, J, and K  FOB: Destination PURCHASE REQUEST NUMBER: N0002420NR41521 PSC CD: 1220				
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 2003		58,800	Hours		

OPTION	Engineering Services CPFF See Notes C, D and J FOB: Origin (Shipping Point) PURCHASE REQUEST NUMBER: N0002420NR41521 PSC CD: 1220
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ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 2005			Each		

OPTION	SSDS MK2 EQUIPMENT FFP NTE 5 Shipsets See Notes C, F, J, and K
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FOB: Destination  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

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NET AMT

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ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Other Direct Costs COST Other Direct Costs and Incidental Materials in support of CLIN 2003 See Notes C, E, and J (Estimated Value: \$1,000,000.00)
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FOB: Origin (Shipping Point)  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

ESTIMATED COST

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
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OPTION	System/Hardware for SSDS MK2 FFP Not to exceed 3 shipsets See Notes A, C, J, and K  FOB: Destination PURCHASE REQUEST NUMBER: N0002420NR41521 PSC CD: 1220
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 3002		1	Each		

OPTION Spares  
FFP  
Not to exceed 5 shipsets  
Spares in support of CLIN 3001  
See Notes C, G, J, and K  
  
FOB: Destination  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 3003		58,800	Hours		

OPTION Engineering Services  
CPFF  
See Notes C, D and J  
FOB: Origin (Shipping Point)  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

ESTIMATED COST  
FIXED FEE  
  
TOTAL EST COST + FEE

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ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
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OPTION	SSDS MK2 EQUIPMENT FFP NTE 3 Shipsets See Notes C, F, J, K
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FOB: Destination  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
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OPTION	Other Direct Costs COST Other Direct Costs and Incidental Materials in support of CLIN 3003 See Notes C, E, and J (Estimated Value: \$1,000,000.00)
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FOB: Origin (Shipping Point)  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

ESTIMATED COST

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
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OPTION	System/Hardware for SSDS MK2 FFP Not to exceed 4 shipsets See Notes A, C, J, and K  FOB: Destination PURCHASE REQUEST NUMBER: N0002420NR41521 PSC CD: 1220				
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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY 1	UNIT Each	UNIT PRICE	AMOUNT
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OPTION	Spares FFP Not to exceed 5 shipsets Spares in support of CLIN 4001 See Notes C, G, J, and K  FOB: Destination PURCHASE REQUEST NUMBER: N0002420NR41521 PSC CD: 1220				
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NET AMT

ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		58,800	Hours		

OPTION	Engineering Services CPFF See Notes C, D and J FOB: Origin (Shipping Point) PURCHASE REQUEST NUMBER: N0002420NR41521 PSC CD: 1220
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ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

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ITEM NO CLIN Number	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005			Each		

OPTION	SSDS MK2 EQUIPMENT FFP NTE 4 Shipsets See Notes C, F, J, and K
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FOB: Destination  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

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NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 4007		1	Lot		

OPTION Other Direct Costs  
COST  
Other Direct Costs and Incidental Materials in support of CLIN 4003  
See Notes C, E, and J  
(Estimated Value: \$1,000,000.00)

FOB: Origin (Shipping Point)  
PURCHASE REQUEST NUMBER: N0002420NR41521  
PSC CD: 1220

## ESTIMATED COST

## CLAUSES INCORPORATED BY FULL TEXT

## B-215-H002 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (OCT 2018)

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (excluding economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "Disputes" clause (FAR 52.233-1).



(f) The Contractor shall make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

(End of text)

#### B-227-H001 PROVISIONING TECHNICAL DOCUMENTATION – WITHHOLDING OF PAYMENT (NAVSEA) (OCT 2018)

(a) For the purpose of paragraph (c) of the "Progress Payments" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided in said paragraph.

(b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "Technical Data--Withholding of Payment" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "Limitation On Withholding of Payments (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

(End of text)

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

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

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

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

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

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of text)

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

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

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

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

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

(End of text)

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

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

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

(End of text)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

## SECTION B NOTES

### NOTE A

Table 1 defines a shipset for **CLIN 0001 and option CLINs 1001, 2001, 3001, and 4001.**

Note A - Table 1	
Nomenclature	Ship Set Quantity
OL-798(V)3/U - NSG(V)3 (PN: 8601115-000)	2
OL-806(V)1 - APC-1 (PN: 8601117)	1
OL-806(V)2 - APC-2 (PN: 8601117)	1
TI-16 VIDMAR MAM Cabinet (PN: 8623280-001)	1
AN/PYM-5 PMA Laptop (PN: 8499738-500)	3

Table 2 below establishes stepladder pricing for base contract line items **CLIN 0001**, and if Option CLINs are exercised; **1001, 2001, 3001, and 4001**. The respective Section B amounts under each CLIN shall be established through unilateral modification in accordance with Section I clause FAR 52.217-7 and the stepladder pricing in Table 2. Once exercised, the Government retains the right to unilaterally increase the quantity procured under any of these line items as long as it occurs before the latest option exercise date stated under FAR 52.217-7. If this quantity increase occurs within a 60-day period of other quantities procured under any of these CLINs, then pricing for all hardware under these line items procured within this 60-day period shall be adjusted to the unit price from the stepladder pricing appropriate for the total quantity being procured, regardless of the configuration and individual quantity per CLIN being procured. The Government shall retain the unilateral right to amend the previously issued contract modifications at the final quantity price within any 60-day period. The Section B firm-fixed-price (FFP) amount and the funding provided in each modification issued shall be unilaterally established utilizing the stepladder pricing detailed in the table below. For quantity increases not occurring within a 60-day period of when other quantities are exercised under the line item, the Government will use the unit pricing from the stepladder pricing applicable to the quantity of hardware being added and the pricing of previous quantities under said line item shall not change.

For funding and administrative purposes, at the time of award and/or option exercise and any quantity purchase increases, the Contracting Officer may unilaterally establish separately priced CLINs or subcontract line items (SLINs) for the items to be procured. The final unit price will be based on the total number of Shipsets purchased within that 60-day timeframe. The Government retains the unilateral right to amend any previously issued modifications to adjust the final unit price procured during a given 60-day period. At the time of award, the Government will determine the quantity of base CLIN 0001. As administrative placeholders, the Government will enter the minimum stepladder QTYs and the corresponding proposed unit prices for all stepladder Option CLINs. The Government reserves the right to unilaterally adjust the quantity and unit price of each stepladder Option CLIN in accordance with (IAW) this Note (Note A), if and to the extent said Option CLINs are exercised.

Note A – Table 2 SSDS MK2 System/Hardware Shipset Unit Pricing					
CLIN	1 Shipset	2 Shipsets	3 Shipsets	4 Shipsets	5 Shipsets
0001					
1001					
2001					
3001					
4001					

**NOTE B**

Contract Data Requirements List (CDRLs) to be delivered under CLIN 0008 are Not Separately Priced. Offeror shall complete the “Price Group” and “Estimated Total Price” blocks of each data item on the Contract Data Requirements List(s), attached hereto.

**NOTE C**

Option item to which the option clause in Section I, 52.217-7 VAR I OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION I) (OCT 2018), applies and which is to be supplied only if and to the extent said option is exercised.

**NOTE D**

The quantity of hours displayed on each line item represents a maximum ceiling number of labor hours and does not indicate that the Government may require or task this number of hours during contract performance, or any hours at all.

[NOTE: TABLE WILL BE COMPLETED AT AWARD BASED ON OFFEROR’S PROPOSAL. The composite rate/hour is calculated by dividing the proposed Section B cost plus fee amount by the associated hours and rounding to the nearest penny.]

NOTE D – TABLE 1					
LINE ITEM(S)	HOURS	ESTIMATED COST	FIXED FEE (x%)	TOTAL ESTIMATED COST AND FEE	COMPOSITE RATE/HOUR
0003	58,800				
1003	58,800				
2003	58,800				
3003	58,800				
4003	58,800				

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

Hours may be transferred between CLINs in differing years of performance base or option years (e.g., from 0003 to 1003), provided such realignments are accomplished via bilateral modification.

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

**NOTE E**

The estimated value of the Other Directs Costs associated with performance of Engineering Services (CLINs 0003, 1003, 2003, 3003, 4003) is as follows:

Note E – Table 1					
CLIN	0007	1007	2007	3007	4007
Other Direct Costs (Cost Only)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

The estimated value of Other Direct Costs (ODCs) does not indicate that the Government will necessarily require this amount or any at all.

#### NOTE F

The configuration and quantity may change based on ship class as identified in Table 1. Tables 2 through 6 below establish stepladder pricing for CLIN 0005, and Option CLINs 1005, 2005, 3005, 4005 and, if required, under PIO orders on CLIN 0004 (see NOTE J for additional pricing information). The Section B amounts shall be established through unilateral modification in accordance with Section I clause 52.217-7 and the stepladder pricing in the tables below. The Government may procure a selection of the items identified in the tables below. Furthermore, the Government has the right to unilaterally increase the quantity procured for each of the specific hardware items identified in the tables (Option CLINs 0005, 1005, 2005, 3005, 4005 and under PIO orders on CLIN 0004) as long as it occurs before the latest option exercise date stated under Section I clause 52.217-7. If a quantity increase for a specific hardware item occurs within a 60-day period of other quantities procured for that item, then pricing for the total quantity procured for that specific hardware item within this 60-day period shall be adjusted to the unit price from the stepladder pricing tables below for the total quantity procured of that item. Conversely, for quantity increases of a specific hardware item not occurring within a 60-day period, the Government will utilize the unit pricing from the stepladder pricing tables below applicable to the quantity of each specific hardware item and the pricing of previous quantities procured of each hardware item shall not change. For funding and administrative purposes, at the time of option exercise and quantity purchase increases, the Contracting Officer may unilaterally establish separately priced contract line items (CLINs) or subline items (SLINs). The Section B firm-fixed-price (FFP) amount and the funding provided in each modification shall be unilaterally established based on the stepladder pricing in the tables below. Therefore, the final unit price of any specific item will be based on the total number of units procured for that item within that 60-day timeframe. The Government will retain the unilateral right to amend issued modifications at the final unit price.

Note F - Table 1					
Quantity of Parts per Ship Set					
Hardware	CVN	LHA	LHD	LPD	LSD
ASTABS (PN: 51-17243-101)	25	27	27	0	0
ASTAB Controllers (PN: 8601092-000)	5	7	7	0	0
CLSD (PN: 8623337-000)	2	2	2	2	0
CMSD (PN: 8499592)	0	0	0	0	3
CV-4437A - MPE-A (PN: 8623438-000)	5	4	4	2	2
CV-4437C - MPE-C (PN: 8578275)	1	1	1	0	0
CV-4437G - MPE-E (PN: 8578277)	1	0	0	0	0
CV-4437G - MPE-F (PN: 8578278)	2	6	6	4	0

Note F - Table 2					
SSDS MK2 Equipment CVN Shipset Unit Pricing					
CLIN	1 Shipset	2 Shipsets	3 Shipsets	4 Shipsets	5 Shipsets
CLIN 0005	\$	\$	\$		
CLIN 1005	\$	\$	\$	\$	

CLIN 2005	\$	\$	\$	\$	
CLIN 3005	\$	\$	\$		
CLIN 4005	\$	\$	\$	\$	

**Note F - Table 3****SSDS MK2 Equipment LHA Shipset Unit Pricing**

CLIN	1 Shipset	2 Shipsets	3 Shipsets	4 Shipsets	5 Shipsets
CLIN 0005	\$	\$			
CLIN 1005	\$	\$			
CLIN 2005	\$	\$			
CLIN 3005	\$	\$			
CLIN 4005	\$	\$			

**Note F - Table 4****SSDS MK2 Equipment LHD Shipset Unit Pricing**

CLIN	1 Shipset	2 Shipsets	3 Shipsets	4 Shipsets	5 Shipsets
CLIN 0005	\$	\$	\$		
CLIN 1005	\$	\$	\$		
CLIN 2005	\$	\$	\$		
CLIN 3005	\$	\$	\$		
CLIN 4005	\$	\$	\$		

**Note F - Table 5****SSDS MK2 Equipment LPD Shipset Unit Pricing**

CLIN	1 Shipset	2 Shipsets	3 Shipsets	4 Shipsets	5 Shipsets
CLIN 0005	\$	\$	\$		
CLIN 1005	\$	\$	\$	\$	\$
CLIN 2005	\$	\$	\$	\$	\$
CLIN 3005	\$	\$	\$		
CLIN 4005	\$	\$	\$	\$	

**Note F - Table 6****SSDS MK2 Equipment LSD Shipset Unit Pricing**

CLIN	1 Shipset	2 Shipsets	3 Shipsets	4 Shipsets	5 Shipsets
CLIN 0005	\$	\$			
CLIN 1005	\$	\$			
CLIN 2005	\$	\$			
CLIN 3005	\$	\$			
CLIN 4005	\$	\$			

**NOTE G**

The shipset for CLIN 0002 Spares is defined in Attachment J-03. Table G-1 establishes stepladder pricing for Option CLINs if exercised; **0002, 1002, 2002, 3002, and 4002**. The respective Section B amounts under each CLIN shall be established through unilateral modification in accordance with Section I clause FAR 52.217-7 and the stepladder pricing in Table G-1 below. Once exercised, the Government retains the right to unilaterally increase the quantity procured under any of these line items as long as it occurs before the latest option exercise date stated under FAR 52.217-7. If this quantity increase occurs within a 60-day period of other quantities procured under any of these CLINs, then pricing for all hardware under these line items procured within this 60-day period shall be adjusted to the unit price from the stepladder pricing appropriate for the total quantity being procured, regardless of the configuration and individual quantity per CLIN being procured. The Government shall retain the unilateral right to amend the previously issued contract modifications at the final quantity price within any 60-day period. The Section B Firm Fixed Price (FFP) amount and the funding provided in each modification issued shall be unilaterally established utilizing the stepladder pricing detailed in the table below. For quantity increases not occurring within a 60-day period of when other quantities are exercised under the line item, the Government will use the unit pricing from the stepladder pricing applicable to the quantity of hardware being added and the pricing of previous quantities under said line item shall not change.

For funding and administrative purposes, at the time of award and/or option exercise and any quantity purchase increases, the Contracting Officer may unilaterally establish separately priced CLINs or SLINs for the items to be procured. The final unit price will be based on the total number of Shipsets purchased within that 60-day timeframe. The Government retains the unilateral right to amend any previously issued modifications to adjust the final unit price procured during a given 60-day period.

<b>Note G – Table 1</b>					
CLIN	1 Shipset	2 Shipsets	3 Shipsets	4 Shipsets	5 Shipsets
0002					
1002					
2002					
3002					
4002					

**NOTE H**

It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder. Orders will be placed in accordance with the terms and conditions of Section C clause titled C-217-H001, PROVISIONED ITEMS ORDERS—BASIC (NAVSEA). Funding will be provided with each order that is placed. Pricing will be set forth on each Provisioned Items Order (PIO). The Offeror shall not propose these items. The Government will apply the Attachment J-10, PIO Burdened Pricing Rates, fully-burdened rates to the direct labor and direct material bases to derive the total FFP or CPFF for each order. The negotiated profit/fee rate for any PIO under this contract shall be [TO BE COMPLETED AT AWARD BASED ON OFFEROR'S PROPOSAL].

**NOTE I**

Data Rights License Upgrade Option – If the Offeror so chooses, the Offeror shall fill this in with their proposed cumulative price for those rights which the Offeror is willing to sell in accordance with Section L. The cumulative Data Rights License Upgrade Option price is a summation of the Section J series of Attachments labeled J-06B, J-07B, J-08B, and J-9B.

**NOTE J**

For the purposes of contract funding and administration, the Government may unilaterally establish priced alpha SLINs (i.e., deliverable subline items per FAR 4.1004(a)) under this contract line item.

**NOTE K**

Until such time as the Class Deviation 2020-O0010, Progress Payment Rates is rescinded, the Contracting Officer will unilaterally update FAR 52.232-16 to FAR 52.232-16, Progress Payments (DEVIATION 2020-O0010) at award of the contract (for the base period), and each option exercise (for the option being exercised).



## Section C - Descriptions and Specifications

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### **C-1 CONTRACT LINE ITEM DESCRIPTIONS**

#### **CLIN 0001 (If exercised 1001, 2001, 3001, 4001) – System/Hardware for SSDS MK2.**

The Contractor shall manufacture, assemble, test, and deliver OL-798(V)3/U Network Server Group (NSG(V)3), OL-806(V)1 Auxiliary Processing Cabinet (APC), OL-806(V)2 APC, Maintenance Assist Module (MAM) Cabinet and Portable Maintenance Aid (PMA) laptop in accordance with the applicable Technical Data Packages (Attachment J-02) and the requirements defined in the Statement of Work (SOW) of this contract.

#### **OPTION CLIN 0002 (If exercised 1002, 2002, 3002, 4002) – Spares.**

The Contractor shall procure, manufacture, assemble test, where applicable, and deliver spares in accordance with Spares list (Attachment J-03).

#### **CLIN 0003 (If exercised 1003, 2003, 3003, 4003) - Engineering Services.**

The Contractor shall provide Engineering Services (ES), conduct engineering studies, provide engineering analysis and trade-off studies, and/or support engineering changes as directed by the Government.

#### **OPTION CLIN 0004 - Shore Site Material Provisioned Items Orders.**

The Contractor shall manufacture, assemble, test, and deliver Tactical Equivalent Shore Site Material in accordance with the applicable Technical Data Packages (Attachment J-02) and the requirements defined in the Statement of Work (SOW) of this contract.

#### **CLIN 0005 – (If exercised 1005, 2005, 3005, 4005) SSDS MK2 Equipment.**

The Contractor shall manufacture, assemble, test, and deliver Automatic Status Boards (ASTABS), ASTAB Controllers, Color Large Screen Displays (CLSD), CV-4437C/E/F/G – Multi-Purpose Enclosures (MPE), in accordance with the applicable Technical Data Packages (Attachment J-02) and the requirements defined in the Statement of Work (SOW) of this contract.

#### **OPTION CLIN 0006 – Provisioned Item Orders (PIO) Future SSDS MK2 Equipment.**

The Contractor shall furnish the supplies or services ordered by the Government. See the clause under Section C of this contract entitled C-217-H001, PROVISIONED ITEMS ORDER- BASIC (NAVSEA).

#### **CLIN 0007 (If exercised 1007, 2007, 3007, 4007) - Other Direct Costs (ODC).**

The Contractor shall provide any travel or other direct costs consumed in the performance of the required Engineering Services in accordance with the statement of work.

#### **CLIN 0008 - Contract Data Requirements List (CDRL).**

The data to be delivered hereunder shall be prepared in accordance with the requirements of this contract and the CDRL, DD Form 1423 (Exhibit A).

#### **CLIN 0009 – (If exercised) Data Rights License Upgrade Option.**

The Contractor shall grant to the Government enhanced data rights for those Commercial and Noncommercial Technical Data (TD), Computer Software (CS), and Computer Software Documentation (CSD) items for which the Contractor provided an option price for procurement of greater rights than the level specified in its list(s) of asserted restrictions.

### **SECTION C-2 STATEMENT OF WORK**

#### **1.0 DESCRIPTION OF THE EFFORT.**

The Contractor shall manufacture, assemble, test, package, and ship principal component assemblies, tactical equivalents, spares and provisioned items for the Ship Self Defense System (SSDS) Mk 2. These SSDS assemblies were developed through a Technology Insertion (TI) effort, to take advantage of significant improvements in

processor and network switch technologies. The SSDS is installed in carrier and amphibious ship classes: CVN 68 class, CVN 78 class, LPD 17 class, LHD 1 class, LHA class, and LSD 41/49 classes.

### **1.1 Scope.**

The scope includes hardware production, assembly, configuration, test, packaging, and shipment of the principal component assemblies, tactical equivalents, spares and provisioned items for the Ship Self Defense System (SSDS) Mk 2. Engineering Services scope includes production problem identification, resolution of Diminishing Manufacturing Sources and Material Shortages (DMSMS) with the government as well as obsolescence, repairs, and engineering changes.

The SSDS component assemblies named above are defined in the Technical Data Packages (TDPs) (Attachment J-02), provided as Government Furnished Information (GFI) (Attachment J-02).

The Contractor's obligation to perform this contract is in no way conditioned upon the Government provision of any facilities, material, property, equipment, services, or information, except as may otherwise expressly be provided herein. The contractor's facilities shall be cleared in accordance with the attached DD 254 (Attachment J-01).

The Contractor shall ensure personnel coming in contact with; developing and designing; repairing, maintaining and updating; or handling classified material, data, or hardware, in a Secret Government space or another contractor's facility, hold a valid SECRET clearance and shall be U.S. citizens exclusively. The Contractor shall have access to classified information only at another contractor's facility or a government activity.

The Government has identified the Program Manager, Production Operations Manager and Supply Chain Manager as Key Personnel, all of whom shall be 100% dedicated to the contract.

### **1.2 Data Rights (All CLINs).**

In accordance with law and policy and with the provisions of this contract, Contractor personnel shall perform as required by this contract, and such work shall include working in cooperation and collaboration with Government personnel.

Performance of this contract work shall require the Contractor to access and in use of Government provided data (Attachment J-02) such as software, documentation, technical data, process and report templates, and the like. All software, documentation, technical data, and the like generated from such access and use shall remain Government-owned data and shall be included in an appropriate technical report or other deliverable.

The Contractor's use of, and access to, Government-owned data shall neither constitute nor create Contractor rights or license to, such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein.

## **2.0 APPLICABLE DOCUMENTS.**

The following documents are applicable to the tasks described herein and are for use by the Contractor in the fulfillment of those tasks as described. These documents may be updated periodically; therefore, the Contractor shall comply with the latest versions unless instructed otherwise by the Government. In the event of any conflict between this SOW and the documents cited therein, the order of precedence defined in FAR 52.215-8 shall govern.

### **2.1 Government Documents.**

Title	Date
SOP/13/SSDS/003 Standard Operating Procedure (SOP) for Serialization of SSDS MK2 Equipment and Configuration Items (CI's)	3 Jun 2013
P(A)-1001 SSDS MK2 IUID Implementation Plan	Sep 2013

**2.2 Military Standards (MIL-STD).**

Title	Date
MIL-D-23140D Military Specification, Drawings, Installation Control, For Electronic Equipment	30 Apr 1982
MIL-STD-31000B DoD Standard Practice, Technical Data Packages	31 Oct 2018
MIL-STD-130N w/ CHANGE 1 Standard Practice, Identification Marking of U.S. Military Property	16 Nov 2012
MIL-STD-196G Joint Electronics Type Designation Automated System (JETDAS)	30 May 2018
MIL-STD-882E Standard Practice, System Safety	11 May 2012
MIL-STD-1472G Design Criteria Standard, Human Engineering	11 Jan 2012
MIL-STD-2073-1E w/ CHANGE 4 Standard Practice for Military Packaging	22 Apr 2019
MIL-STD-3018-Chg-2 Parts Management	2 Jun 2015
MIL-STD-461G Requirements for Control of Electromagnetic Interference Characteristics of Subsystems and Equipment	11 Dec 2015
MIL-DTL-901E Detail Specification, Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems Requirements For Department of Defense	20 June 2017
MIL-STD-130	26 Aug 2019

**2.3 DoD/DoN Regulations, Directives and Instructions.**

Title	Date
DoDI 4140.1-R DoD Supply Chain Material Management Regulation	23 May 2003
Miscellaneous DoD Documents, Department of Defense Guide to Uniquely Identifying Items Assuring Valuation, Accountability and Control of Government Property, Version 2.5	15 Sep 2012
DoD 5000.1 The Defense Acquisition System	12 May 2003
Miscellaneous DoD Documents, Under Secretary of Defense Memorandum; Instructions for Modular Open Systems Approach (MOSA) Implementation	07 July 2004
DoD 8750.01-M Information Assurance Workforce Improvement Program	(as amended, 10 Nov 2015)
DoDD 8140.01 Cyberspace Workforce Management	31 July 2017
DoDI 8510.01 Risk Management Framework (RMF) for DoD Information Technology	28 July 2017
DoDI 8500.01 Cybersecurity	7 OCT 2019
DoDD 5220.22 National Industrial Security Program (NISP)	1 May 2018
DoD Instruction 5000.02T, "Operation of the Defense Acquisition System"	(Change 7) 21 Apr 2020
DoDD 5200.47E Anti-Tamper (AT)	01 Aug 2018
DoD Instruction 5200.48, Controlled Unclassified Information	06 Mar 2020
DoD Instruction 4140.67, DoD Counterfeit Prevention Policy	26 Apr 2013

**2.4 SECNAV and OPNAV Instructions and Memoranda.**

Title	Date
ASN(RD&A) Memorandum, Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management Guidance	27 Jan 2005
ASN(RD&A) Memorandum, Diminishing Manufacturing Sources and Material Shortages (DMSMS) Program Management Plans and Metrics	12 Apr 2005
ASN(RD&A) Publication, Diminishing Manufacturing Sources and Material Shortages Management Plan Guidance	Jul 2016
SECNAVINST 5510.36B, Department of the Navy Information Security Program	12 Jul 2019

**2.5 NAVSEA and PEO IWS Regulations, Directives and Instructions.**

Title	Date
PEO IWS 10 CVN 78 Combat System Risk Management Plan	30 Nov 2016
PEO IWS Naval Systems Engineering Directorate Integrated Warfare Systems Engineering Technical Review Manual (TRM) Version 3.0	27 Mar 2020
PEOIWSINST 5239.1A PEO IWS Surface Navy Combat System Cybersecurity	27 Sep 2018
PEO IWS INST 3058.1 Risk Management	2 Aug 2004
Configuration Management Plan (CMP) for the Ship Self Defense System V1.1	22 FEB 2016
SSDS/ACDS Commercial OFF-THE-SHELF AND NON-DEVELOPMENTAL ITEM Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management Plan-Rev 7	26 May 2015
PEO IWS WS 35511B, SSDS System/Subsystem Specification Rev B	07 Mar 2003
Configuration Management Policy and Guidance	21 Jul 2004

**2.6 Military Handbooks and DoD Guidance.**

Title	Date
MIL-HDBK-217F w/ Notice 2 Reliability Prediction of Electronic Equipment	28 Feb 1995
MIL-HDBK-881D w/ Notice 1 Work Breakdown Structures (WBS) for Defense Material Items	19 Jun 2018
MIL-HDBK-61B Configuration Management Guidance	10 Sep 2002
NAVSUP P-485 Volume I, Rev 3 Naval Supply Procedures Afloat Supply	21 Oct 1997
PEOC4I/USAF Net-Centric Implementation, v3.5	03 Jan 2013
MIL-HDBK-251 Reliability/Design Thermal Applications	19 Jan 1978
MIL-HDBK-470A Designing and Developing Maintainable Products and Systems, Vol.1	31 May 2012

MIL-HDBK-502 Acquisition Logistics Handbook	20 Jan 2005
MIL-HDBK-1785 System Security Engineering Program Management Requirements, Notice 1	22 April 2014

## 2.7 Non-Government Documents.

Title	Date
ANSI/EIA 632-1998 American National/Standards Institute (ANSI)/ Electronic Industries Alliance (EIA) Processes For Engineering a System	7 Jan 1999
ANSI/ASQC Q9001-2000 Quality Systems – Model for Quality Assurance In Design, Development Production, Installation and Servicing	13 Dec 2000
IEEE 1220-2005 IEEE Standard for Application and Management of the Systems Engineering Process	15 Sep 2005
ASME Y14.24-2012 Types and Applications of Engineering Drawings	05 Apr 2013
ASME Y14.100-2017 Engineering Drawing Practices	2017
ASME Y14.24M-1999	1999
ISO 9001:2015 Quality Management Systems – Requirements	2015
AIAA R-100, Revision A, 2001 - Recommended Practice for Parts Management	Jan 2001
ANSI/EIA 649 National Consensus Standard for Configuration Management	10 Jul 1998
SAE AS5553 C-Counterfeit Electrical, Electronic, and Electromechanical (EEE) Parts; Avoidance, Detection, Mitigation, and Disposition	26 Mar 2019

## 2.8 Availability of Documents.

Copies of military handbooks, instructions, standards and specifications and DoD adopted non-Government standards may be obtained in accordance with Federal Acquisition Regulation (FAR) 1.105-2 (c). Copies of specifications, standards and data item descriptions cited in this solicitation, if listed in the DoD Index of Specifications and Standards (DoDISS) or the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L (Dec 2003) may be obtained from:

- (a) ASSIST database via the Internet at (<https://assist.dla.mil/online/start/>);
- (b) DoD issuances (<http://www.dtic.mil/whs/directives/>);
- (c) DoN issuances (<http://doni.daps.dla.mil/default.aspx>);
- (d) PEO IWS 10 documents are included in the Government Furnished Information (GFI) (Attachment J-02);
- (e) By submitting a request to the Department of Defense Single Stock Point (DoDSSP) Building 4, 700 Robbins Avenue, Philadelphia, PA 19111-5094
- (f) Naval Systems Data Support Activity (NSDSA) website at: (<https://nsdsa2.phdnswc.navy.mil/>)

Copies of non-Government publications, not listed in the DoDISS, may be obtained from the respective industry association. Requests for copies of documents not available from either source should be directed to the Contracting Officer's Representative (COR).

## 3.0 REQUIREMENTS.

The following requirements shall be maintained throughout the life of this contract:

Manufacturing Facility Location - All manufacturing facilities used to produce the Ship Self Defense System (SSDS) Mk 2 assemblies shall be within the continental United States.

Supply Chain Management – All assemblies and supply chain management shall be procured from facilities within the United States.

**3.1 General.** The work required by this contract for the SSDS Mk 2 assemblies, shall be performed in accordance with the SOW, and meet the requirements of the Technical Data Packages (TDPs), the SSDS System/Subsystem Specification (WS 35511B), the respective Critical Item Development Specifications (CIDS), provided as GFI, and the Contract Data Requirements List (CDRL), DD Form 1423-1. Program information, deliveries and data shall be handled in accordance with the Contract Security Specification, (DD Form 254), (Attachment J-01).

**3.2 Program Management and Control (All CLINs).** The Contractor shall provide program management oversight to ensure all work conducted within this contract is planned and executed in a manner that will achieve all quality, schedule, and cost objectives.

**3.2.1 Program Management Office.** The Contractor shall establish a Program Management Office that is responsible for the management and control of the Program Management Plan (CDRL A001) elements in order to support the successful on-time delivery in accordance with the agreed to Contract Delivery Dates. The Program Management Plan shall incorporate detailed production planning, milestones, and metrics capable of supporting the execution of all tasks required by the Contract and this SOW. The Program Management Plan ensures all work associated with this contract is clearly and concisely demonstrated and meets all technical objectives within the Contractor's established cost and schedule baseline.

***Deliverable Data Item (See DD-1423):***  
***CDRL A001: "Program Management Plan"***

**3.2.2 Program Manager.** The Contractor shall designate a full time Program Manager (PM) who is 100% dedicated to this contract and will ensure all work conducted within this contract is planned and executed in a manner that will achieve all management, technical, logistics, budget, and schedule objectives. The Contractor shall communicate and document its plans, processes and approaches to meet all program requirements. The Contractor designated PM shall have the necessary authority to utilize the company's resources to assure the SOW is accomplished. The Contractor designated PM shall be authorized to deal directly with PEO IWS.

The Program Manager shall provide points of contact for each facility.

**3.2.3 Subcontractor Management.** The Contractor is responsible for executing the requirements of this contract and shall institute appropriate management actions relative to subcontractor performance. The Contractor shall flow down the requirements of this entire SOW to all Subcontractors, regardless of contract value. Requirements that are contractually specified shall apply to Subcontractor performance; however, the Contractor shall be accountable for the subcontractor's compliance and is responsible for ensuring all deliverables comply with the contract requirements.

**3.2.4 Monthly Progress, Status and Management Reports.** The Contractor shall deliver a Contractor's Progress, Status and Management Report (CDRL A002) to the Government. Data item requirements shall include but are not limited to:

- Status of program events (e.g. Post Award Conference, Interchange Meetings, Program Reviews);
- Status of significant/major production and/or issue resolution;
- Cost reporting (funded, expended, monthly burn rates, and remaining funds) for all non-Fixed Firm Price (FFP) CLINs;
- Risk assessment;
- Environmental Safety and Occupational Health (ESOH) hazard status;
- Schedules for contract modifications and equipment production/deliveries;
- Action item status;
- Invoices submitted to Wide Area Work Flow (WAWF).

- Deficiencies in any Government Furnished Information (GFI) or equipment to meet requirements of this contract.
- Material procurement status (e.g. items in process at Contractor's facilities, items in process at a subcontractor's facility, items yet to be purchased, long lead status, COTS procurement concerns, any items substituted, and required licenses)

*Deliverable Data Item (See DD-1423):*

***CDRL A002: "Contractor's Progress, Status and Management Report"***

**3.2.5 Contract Work Breakdown Structure (CWBS).** The Contractor shall develop, deliver, and maintain a CWBS in accordance with MIL-HDBK-881D. The CWBS shall be an essential reference document for planning, controlling, and reporting requirements. The Contractor shall provide traceability of subcontractor data supporting the prime CWBS. This CWBS shall be used to develop, maintain and report all financial information related to efforts on this contract (CDRL A003).

*Deliverable Data Item (See DD-1423):*

***CDRL A003: "Contract Work Breakdown Structure"***

**3.2.6 Integrated Master Schedule (IMS).** The Contractor shall develop and maintain a production IMS for production units and Engineering tasking under this contract, as part of the Integrated Program Master Report (IPMR) Format 6 (CDRL A004). The schedule shall include all major tasks, milestones and events.

*Deliverable Data Item (See DD-1423):*

***CDRL A004: "Integrated Program Master Report"***

**3.2.7 Program Management Metrics.** The Contractor shall develop and propose program management metrics for program management including cost, schedule, and performance. These proposed program management metrics shall be presented at the Production Program Review. The Contractor shall report these metrics in the Contractor's Progress, Status, and Management Report (CDRL A002).

*Deliverable Data Item (See DD-1423):*

***CDRL A002: "Contractor's Progress, Status and Management Report"***

**3.2.8 Meetings.** The Contractor shall coordinate, schedule, prepare, conduct, facilitate and participate in reviews, meetings and conferences specified herein. All meetings shall be documented in CDRL A005 and CDRL A006. The Government reserves the right to attend meetings between the prime and subcontractors. The Contractor shall provide the Government notice of any of the specified meetings, in writing, fourteen (14) calendar days in advance. At a minimum, the Contractor shall initiate, and support meetings identified within the paragraphs of this SOW.

Meetings shall occur Semi-Annually and Monthly. When the Semi-Annual Program Review and Monthly Interchange Meetings are coincident the Monthly Interchange Meeting shall be replaced by the Semi-Annual Program Review. The Semi-Annual Program Reviews and Monthly Interchange Meetings shall be conducted at the Contractor's facility.

The Contractor shall participate in Government led Integrated Product Team (IPTs) and Working Integrated Project Team (WIPTs), conferences, executive and working level meetings. The Contractor shall support the formal technical reviews and conduct reviews in accordance with the PEO IWS/NAVSEA 05H Technical Review Manual (TRM) (Attachment J-02).

*Deliverable Data Item (See DD-1423):*

***CDRL A005: "Report, Record of Meeting/Minutes"***

*Deliverable Data Item (See DD-1423):*

***CDRL A006: "Presentation Material"***

**3.2.8.1 Post Award Meeting.** A Post-Award Meeting shall be conducted within thirty (30) calendar days of contract award. During the Post Award Meeting, the Contractor shall provide a detailed briefing on its management and contract execution strategy. The contract briefing shall include: any updates following the proposal submittal; an organizational overview; key personnel; material purchasing and Production Readiness Review (PRR) schedules; a description of the Contractor's quality process, including designation of the quality manager; and a discussion of risk and risk mitigation strategies. The Contractor shall plan for a one-day Post Award Meeting.

The requirement for a Post Award Meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of the contract. After Government review of the initial invoice, the Procuring Contracting Officer (PCO), COR and Contractor may meet to review the adequacy of the supporting documentation that is submitted in accordance with C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018).

**3.2.8.2 Program Management Reviews.** The Contractor shall conduct monthly Program Management Reviews (PMRs) beginning three (3) months after the award of CLIN 0001. The PMRs, which may be conducted via WebEx or other Government-approved means, shall be documented with conference agendas, conference minutes, and presentation materials per CDRLs A004 and A005. The purpose of the reviews is to ensure that the approach and progress are technically sound, meet the requirements, and are properly documented in the design documentation. Minutes of meetings shall be delivered via CDRL A004 for all meetings that had a formal agenda. The Program Management Reviews shall include but not limited to the following:

- Ensure a mutual understanding of the objectives and scope of the work
- Review progress to-date
- Review metrics
- Review project deliverables
- Validate detailed work plans
- Confirm resolved issues and manage outstanding issues. This shall include status of significant problems faced by the program manager and current plans to resolve the problems or mitigate their impacts
- Identify and evaluate risk factors and address areas where risk has changed
- Identify problems with Government Furnished Information or Equipment, impacts, and work around plans or solutions
- Report on the status of ESOH hazards, Configuration Management activities, design issues and engineering issues that impact system supportability Post Production Readiness Review

The Contractor shall address production schedule status, program risks and mitigation strategies and outstanding contract actions, upcoming contract actions and proposed contract actions. In addition to the bullets above, the Contractor shall include scope of work, production order, review progress, metrics, risk factors/changes, project deliverables, validate work plans, confirm resolved issues, manage outstanding issues, and mitigate impacts. The review shall contain an engineering overview to review engineering tasking, ECPs, DMSMS forecasting and resolution, and Failure Summary Analysis Report to document the failure mechanism (root cause) and corrective action of each failure trend identified.

The Contractor shall provide a status on ESOH hazards, Configuration Management (CM) activities, design issues and engineering issues that impact system supportability.

***Deliverable Data Item (See DD-1423):***

***CDRL A005: "Report, Record of Meeting/Minutes"***

***Deliverable Data Item (See DD-1423):***

***CDRL A006: "Presentation Material"***

**3.2.8.3 Production Program Reviews.** Production Program Reviews shall include Organization Overview, Production Readiness Review (PRR) and SSDS principal component program structure, facilities, operations, quality, engineering, and contract overview and be conducted within sixty (60) calendar days of contract award and with each option exercise if deemed necessary by the Government. The Contractor shall provide an Integrated Master Schedule



(IMS) in accordance with (CDRL A004), procurement and delivery schedules, production issues, supplier issues and risks. The Contractor shall provide identified defects, failure data, and acceptance test data.

The Engineering Overview shall include a summary of engineering tasking, ECPs, Diminishing Manufacturing Sources and Material Shortages (DMSMS) forecasting and resolution, and Failure Summary Analysis Report (CDRL A006) to document the failure mechanism (root cause) and corrective action of each failure trend identified. The Contracts Overview shall include outstanding contract actions, upcoming contract actions and proposed contract actions.

*Deliverable Data Item (See DD-1423):*

**CDRL A004: "Integrated Program Master Report"**

*Deliverable Data Item (See DD-1423):*

**CDRL A007: "Failure Summary Analysis Report"**

**3.2.8.4 Integrated Product Team (IPT) Meetings.** The Contractor shall participate in, provide inputs to, and support weekly IPT meetings to ensure integrated work across all elements of the SSDS Program.

**3.2.8.5 Local Change Configuration Board (LCCB) and Enterprise Working Group (EWG) Meetings.** The Contractor shall participate in and support monthly LCCB meetings and bi-weekly EWG meetings.

**3.2.8.6 Diminishing Manufacturing Sources and Material Shortages (DMSMS) Meetings.** The Contractor shall participate in and support quarterly DMSMS meetings. The Contractor shall prepare briefings that discuss the current status, forecast, and resolution of DMSMS in support of this meeting.

**3.2.9 Quality Assurance.** The Contractor shall adhere to a Quality Assurance (QA) system, documented in a Quality Assurance Program Plan (QAPP) (CDRL A008) that, at a minimum, meets the requirements of ANSI/ISO/ASQ 9001-2000, and ensures that the products delivered meet the requirements of the TDP and SOW. The Contractor shall be responsible for performance of all quality requirements for the items delivered under this contract. The quality system shall include provisions conforming to all production requirements cited in this contract including calibration, subcontractor control, failure diagnosis and corrective action, statistical process control, component and environmental screening, testing, and inspection. The Government does not require registration/certification of the Contractor's quality system if ANSI/ASQ 9001-2015 or later is chosen as the implemented system. The Contractor shall notify the Government of all production testing failures. The Contractor shall have established manufacturing processes that ensure all equipment and related equipment produced under this contract is delivered without defects.

*Deliverable Data Item (See DD-1423):*

**CDRL A008: "Quality Program Plan (QPP): Quality Assurance Program Plan (QAPP)"**

**3.2.9.1 Quality Assurance Program Plan (QAPP).** The QAPP shall reference any Industry standard for which the Contractor has a current certification. The plan shall reference the Contractor's current Quality Manual, number or identification, and date. The plan shall then detail any changes, deletions or additions to the Contractor's standard requirements, and shall delineate the specific Industry workmanship standards and levels for soldering, printed wiring assembly, etc., that are to be applied to the program. The Government shall concur in use of any standard repair procedures and conditions for use on the program.

The QAPP shall include an organizational chart identifying the Product Assurance (PA) organization, names and titles of key PA personnel assigned to the program, and how the PA organization relates to the corporate structure. The QAPP shall include a proposed end item product flow including test & inspection points. The plan shall briefly address the following topics if different from or not included in the quality manual: quality audit frequency, depth, and independence; process certification and control of automated processes; "cannot duplicate" (CND) and nonconforming material processes; incoming inspection/test, certified supplier program and parts control; and any unique requirements for the program.

**3.2.10 Configuration Management.** The Contractor shall maintain a Configuration Management Plan (CMP) based on NAVSEAINST 4130.12B Configuration Management Policy and Guidance and MIL-HDBK-61B. The Contractor's CM efforts shall include configuration identification, configuration change control, hardware Configuration Status Accounting (CSA), configuration verification and audits, and configuration data management. The Contractor shall establish a CM process capable of processing required configuration changes in a time frame that enables identification, evaluation, and implementation of proposed changes without impact to production schedules. The Contractor shall provide their CM Plan to the Government for review and approval. (CDRL A009)

*Deliverable Data Item (See DD-1423):*

**CDRL A009: "Supplier's Configuration Management Plan"**

The Contractor shall control the configuration of the configuration baseline documentation until submitted to, and approved by, the Government. Configuration documentation is baselined at Government approval; subsequent changes shall be processed in accordance with this SOW.

**3.2.10.1 As-built Configuration List (ABCL).** The Contractor shall deliver an ABCL with each equipment delivery. The ABCL shall extend down to the Lowest Replaceable Unit/System Replaceable Assembly level (LRU) and shall include Item Unique Identification (IUID) data for each component that requires IUID marking. The ABCL shall include firmware, Basic Input/Output System and/or Unified Extensible Firmware Interface detail (CDRL A010).

*Deliverable Data Item (See DD-1423):*

**CDRL A010: "As-Built Configuration List"**

**3.2.10.2 Engineering Change Proposal (ECP).** The Contractor shall generate ECPs in accordance with Configuration Management Plan (CMP) for the Ship Self Defense System V1.1 and deliver ECPs in accordance with CDRL A011. The contractor shall submit Requests for Variance (RFV) in accordance with the CMP and deliver in accordance with CDRL A012.

ECPs shall be delivered including drawing redlines, detailed analysis to include shock and thermal analysis of risk of impacts to previously performed qualification testing, analysis of impacts to the ability of the hardware to comply with CIDS requirements, and acceptance testing software modifications necessary to accommodate the design change.

CDRL A011 and CDRL A012 shall be submitted, as appropriate in accordance with the Government approved CMP. The Contractor shall:

- (a) Generate ECPs (CDRL A011) utilizing DD Forms 1692 and 1693 for Class I and II ECPs, containing the data necessary for the Government to render final Configuration Control Board (CCB) disposition.
- (b) Generate RFVs (CDRL A012) to request approval for any departure from a specific requirement(s) of the approved SSDS equipment baseline utilizing DD Form 1694.

*Deliverable Data Item (See DD-1423):*

**CDRL A011: "Engineering Change Proposal (ECP)"**

*Deliverable Data Item (See DD-1423):*

**CDRL A012: "Request for Variance (RFV)"**

**3.2.10.3 Configuration Change Report.** The Contractor shall maintain a Configuration Status Accounting Record (CSAR) and shall submit Configuration Status Accounting (CSA) information in accordance with SOW 3.2.10.6. The report shall include a record of all ECP or RFV changes to the Government supplied TDP. The CSA data shall be identified to the LRU level as defined in the TDP. This data shall be contained within the monthly Contractor's Progress, Status, and Management Report. (CDRL A002)

*Deliverable Data Item (See DD-1423):*

***CDRL A002: “Contractor’s Progress, Status and Management Report”***

**3.2.10.4 Affordability Based Change Management.** If requested, the Contractor shall support the Government in the evaluation of proposed cost reduction system changes.

**3.2.10.5 Specification Change Notices.** The Contractor shall generate Specification Change Notices (SCNs) to propose, transmit, and record changes to baseline specifications or requirements documents. (CDRL A013)

***Deliverable Data Item (See DD-1423):***

***CDRL A013: “Specification Change Notice (SCN)”***

**3.2.10.6 Configuration Status Accounting (CSA).** The Contractor shall maintain the CSA Information to record and track status of the SSDS Mk 2 assemblies, hardware and software and provide the Government electronic access to the tracking status record throughout the term of the contract. The Contractor shall record CSA information for each piece of equipment as it is delivered. CSA information shall detail the current configuration of each end item, the documentation and identification numbers relating to each end item, and any changes to each end item as outlined in the MIL-HDBK-61B. The as-built sheets for each delivered piece of equipment shall be provided to the Government. The Contractor shall submit a Configuration Status Accounting Information (CDRL A014) monthly in accordance with MIL-HDBK-61B down to the Lowest Replaceable Unit, include a report identifying the CSA spreadsheet updates and activities in the monthly Contractor's Progress, Status, and Management Report (CDRL A002), and provide a final summary report of the CSA information upon the completion of the contract. The final summary report shall include a record of all ECP and/or RFV changes to the Government supplied TDP for the reporting quarter and at the end of the contract.

***Deliverable Data Item (See DD-1423):***

***CDRL A002: “Contractor’s Progress, Status and Management Report”***

***Deliverable Data Item (See DD-1423):***

***CDRL A014: “Configuration Status Accounting Information”***

**3.2.11 Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management.** The Contractor shall identify, plan for and resolve DMSMS and obsolescence issues. The Contractor's DMSMS monitoring program shall include all material including parts and components provided by subcontractors. The Contractor shall have a DMSMS monitoring program that actively queries Original Equipment Manufacturer (OEMs) and data sources for potential obsolescence issues. The Contractor shall make agreements with OEMs to provide DMSMS forecasts of their products. The Contractor shall identify the occurrence of a DMSMS or obsolescence situation to the Government as early as possible and provide a proposed resolution plan that may include product upgrade, technology refresh, life time buys, bridge buys and/or a redesign to meet the requirements of the contract.

DMSMS solutions shall be implemented in accordance with the Contractor’s Supplier Configuration Management Plan (CDRL A009) including changes implemented by vendors without the prior knowledge of the Contractor once discovered. The Contractor shall identify cost-effective resolutions (e.g., end of life procurement, bridge buy procurement, form-fit-function replacement, and engineering change). The Contractor shall, to the maximum extent possible, select products that have a lifetime greater than the timeframe required to execute one full year of full rate production under this contract. The product lifetime equals the timeframe that the product can be purchased from the OEM. Any products that do not meet this criterion shall be approved by the Government prior to final product selection. For the purposes of this contract, hardware, software, and/or firmware shall be considered obsolete when the item can no longer be procured in new condition from the OEM.

The Contractor shall develop a DMSMS Implementation Plan (CDRL A015).

The Contractor shall have an established process to notify the COR of any recall notices from suppliers of materials, components or products in the equipment. Such notices shall be provided to COR within two (2) calendar days after the Contractor receives notification. The Contractor shall develop and submit Product Recall, DMSMS,

Obsolescence Identification, and Vendor Change Notices (CDRL A016) to the Government within five (5) calendar days after the Contractor receives notification.

***Deliverable Data Item (See DD-1423):***

***CDRL A009: "Supplier's Configuration Management Plan***

***Deliverable Data Item (See DD-1423):***

***CDRL A015: "Diminishing Manufacturing Sources and Material Shortage (DMSMS) Implementation Plan"***

***Deliverable Data Item (See DD-1423):***

***CDRL A016: "Technical Report – Studies/Services: DMSMS Reports***

**3.2.11.1 DMSMS Forecasting Source Data.** The Contractor shall submit a DMSMS Health Analysis Report (CDRL A017) for all the equipment configurations to support production and/or changes to the equipment system implemented during production. The report shall include, but is not limited to, performance, supply, demand, and cost avoidance metrics. In conjunction with this report, the Contractor shall produce an analysis on all parts with end of life (EOL) dates within three months of each award. This report should include the Contractor's recommendation for path forward (e.g. end of life procurement, bridge buy procurement, form-fit-function replacement and engineering change) for the equipment configurations.

The Contractor shall support the IWS 10.0 DMSMS Program and participate in quarterly DMSMS meetings. The Contractor shall deliver all DMSMS records (CDRL A017) to the Government.

***Deliverable Data Item (See DD-1423):***

***CDRL A017: "Diminishing Manufacturing Sources and Material Shortage (DMSMS) Health Analysis Report"***

**3.2.11.2 DMSMS Identification.** The Contractor shall be responsible for identifying all changes that are required to avoid and/or resolve hardware, software, and firmware obsolescence issues which affects/may affect production of the equipment. The Contractor shall establish and implement a process to identify and immediately notify the Government of pending and emergent obsolescence issues and emergent vendor implemented changes associated with approved baselines. The Contractor shall provide to the Government for approval recommended options to resolve all Contractor or Government identified obsolescence issues. The Contractor shall track the obsolescence status and technology trends of the equipment and components and shall recommend consolidated technology refresh approaches.

When developing recommendations to resolve obsolescence issues, the Contractor shall, as a minimum, evaluate the following: technology refresh through product migration to a new product (with either the same or increased functionality or capability), Life Time Buy (LTB) from the OEM, and procuring the obsolete item from a third-party source.

**3.2.12 Combat System Safety Program.** The Contractor shall coordinate with the government's SSDS Combat System Safety Program (CSSP) Principals for Safety (PFSs) to identify and report Hazards associated with production, operation, maintenance and handling of the SSDS equipment, eliminating hazards through design where possible, or identify mitigations in accordance with MIL-STD 882E. The Contractor shall report real and potential safety hazards associated with the SSDS Mk2 program as part of their collaboration as an integral member of the Government's SSDS Combat System Safety Working Group (CSSWG). The Contractor shall track system safety issues and collaborate with the SSDS PFSs to identify processes and methodologies to eliminate where possible, or mitigate these hazards, and implement them within the design. The Contractor shall resolve all safety issues reported by the Government.

**3.2.13 Packaging Handling, Storage and Transportation (PHS&T).** The Contractor shall develop and update, as necessary, a Packaging, Handling, Storage and Transportation (PHS&T) Program for SSDS equipment developed under this contract. This PHS&T program shall be planned, developed and maintained to deliver SSDS equipment

free-from-damage. The Contractor shall generate SSDS principal component PHS&T procedures and elements that conform to MIL-STD-2073-1E and meet the requirements of Section D (Packaging and Marking) and are in accordance with best commercial practices. Unique or special packaging, handling, storage or transportation requirements shall be identified and reported in CDRL A018.

***Deliverable Data Item (See DD-1423):***

***CDRL A018: "Packaging Plan: Storage and Transportation Plan"***

Applicable PHS&T requirements, PHS&T equipment designs and procedures shall be documented in the applicable TDP and provisioning data. The Contractor shall update the PHS&T impact analysis report as required to support changes to SSDS equipment implemented during production.

**3.2.14 Item Unique Identification Marking (IUID).** The Contractor shall implement an IUID plan in accordance with the P(A)-1001 SSDS Mk2 IUID Implementation Plan (Attachment J-02). The Contractor shall apply the IUID marking on each SSDS Mk 2 assembly in accordance with DFARS 252.211-7003. Internal parts and subassemblies, unless designated as a Lowest Replaceable Unit (LRU), are not required to have IUID marking.

The markings shall contain data qualifier, data syntax, construct and semantics, as outlined in MIL-STD-130 Series, and utilizing the IUID as the common data point for the marking of LRUs and enclosures (CDRL A019).

Markings shall include, but not be limited to, IUID, hardware and firmware revision levels, contract number, and identification of items under supply support services.

***Deliverable Data Item (See DD-1423):***

***CDRL A019: "Item Unique Identification (IUID) Plan"***

**3.2.15 Nomenclature, Serialization, Marking and Identification Plates.** The Contractor shall apply DoD IUID marking as required by unit level assemblies, and their associated LRU/SRA procured under this contract as required by DFARS 252.211-7003 and Unit/LRU lists. IUID pedigree data for LRUs embedded in Unit level assemblies shall be entered into the IUID Registry as children to the parent Unit. LRU's procured as spares shall not have a parent-child relationship. The Contractor shall:

- (a) Utilize MIL-STD-130N for IUID marking
- (b) Deliver the final IUID Marking Activity, Validation and Verification Report (CDRL A020) at the end of this Contract.
- (c) Maintain marking and verification records for all IUID qualifying items manufactured on this contract. These records shall be available for inspection by the Procuring Contracting Officer (PCO) or other Government representative at any time during the life of this contract.

***Deliverable Data Item (See DD-1423):***

***CDRL A020: "Item Unique Identification (IUID) Marking Plan"***

**3.2.16 Counterfeit Parts and Materials.** The Contractor shall provide a Counterfeit Prevention Plan (CDRL A021) that documents procedures to minimize the risk of procuring and/or using counterfeit parts and materials. This plan shall be in accordance with DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detention and avoidance.

Solicitations and subcontracts for all suppliers shall contain a requirement for procedures to minimize the risk of procuring and/or using counterfeit parts and materials.

***Deliverable Data Item (See DD-1423):***

***CDRL A021: "Counterfeit Prevention Plan"***

**3.2.16.1 Preventing Counterfeit Parts and Materials.** The Contractor shall comply with DFARS 252.246-7007. Parts and materials shall not be purchased from unauthorized sources (e.g. independent distributor or broker)

unless there is no other means for procurement. In isolated cases when an unauthorized source is the only possible choice for procurement, a Technical Report - Study/Services, Unauthorized Source Purchase Report (CDRL A022) shall be developed. The report shall contain the following information:

- (a) Reason why an authorized supplier or OCM (Original Component Manufacturer) could not provide the part or material.
- (b) Product certificate of conformance with traceability to the OCM, if available.
- (c) Verification and authenticity data results (e.g., visual inspection, marking/surface finish permanency, Differential Power Analysis (DPA), Scanning Acoustic Microscopy, Energy Dispersive X-Ray Spectroscopy, Fourier Transform Infrared (FTIR) Spectroscopy, Rockwell Hardness Test, etc.).

SAE AS5553 contains information regarding the detection, avoidance, and mitigation of counterfeit electronic components, and may be used as a reference document for CDRL submission. The Contractor shall:

- (a) Maximize availability of authentic, originally designed and/or qualified parts.
- (b) Assess potential sources of supply to minimize the risk of receiving counterfeit parts or materials.
- (c) Maintain a listing of approved suppliers with documented criteria for approval and removal of suppliers from the list.
- (d) Use Government or Industry services such as Government-Industry Data Exchange Program (GIDEP) and other commercially available services to identify part or supplier quality or authenticity problems.
- (e) Define minimum inspection and test requirements for parts being procured from unauthorized sources, and ensure that in-house, third party, and/or distributor inspection and test procedures and facilities comply with these requirements.
- (f) Flow the requirements above to affected subcontractors.

DoD Instruction 4140.67, DoD Counterfeit Prevention Policy dated 26 April 2013 contains information regarding the detection, avoidance, and mitigation of counterfeit electronic components, and may be used as a reference document for meeting the above steps.

The Contractor shall screen material used to produce SSDS equipment in accordance with the approved Quality Assurance Program Plan (QPP) (CDRL A008). The Contractor shall flow down to subcontractors and suppliers DoD Instruction 4140.67, DoD Counterfeit Prevention Policy dated 26 April 2013.

***Deliverable Data Item (See DD-1423):***

***CDRL A008: "Quality Program Plan (QPP): Quality Assurance Program Plan (QAPP)"***

***Deliverable Data Item (See DD-1423):***

***CDRL A022: "Technical Report - Study/Services: Unauthorized Source Purchase Report"***

**3.2.17 Risk Assessment and Management.** The Contractor shall develop, implement, and maintain a Contractor's Risk Management Plan (CDRL A023) that meets the requirements of the PEO IWS 10 CVN 78 Combat System Risk Management Plan (Attachment J-02) and includes a process that identifies, evaluates, and mitigates program risks including technical environmental, safety, cost, and schedule components. Risks shall be evaluated as to their impact on reliability, safety, supportability, affordability, schedule, and technical performance objectives. The Contractor shall implement mitigation plans that will reduce the risks to an acceptable management level for those risks with the highest probability to occur. Mitigation plans shall be managed and updated as contract performance proceeds. All risks shall be identified and reported to the Government and briefed during each program review and monthly interchange meetings. The report shall include risk identification, risk assessment, risk ranking, risk trends, risk mitigation, human, hardware, and software performance analysis and tradeoffs, risk monitoring.

Risk metrics shall be generated in accordance with PEO IWS 10 CVN 78 Combat System Risk Management Plan (Attachment J-02), and be reported as part of the Contractor's Progress, Status and Management Report (CDRL A002) during program reviews.

***Deliverable Data Item (See DD-1423):***

***CDRL A002: “Contractor’s Progress, Status and Management Report”***

***Deliverable Data Item (See DD-1423):***

***CDRL A023: “Contractor’s Risk Management Plan”***

**3.2.18 Repairs and Warranty Support.** The Contractor shall be responsible for coordination of the return and repair of failed or defective material between the Government and the material suppliers. If commercial warranties are still in effect at time of failure, the Contractor shall coordinate the warranty repair of the failed item with the material supplier.

**3.2.19 End of Contract Transition-Out Plan.** The Contractor shall develop and submit a Transition-Out Plan (CDRL A025) that assumes re-compete of the contract requirements resulting in award, and transition, to another Contractor. The transition-out plan shall address:

- (a) Minimum duration of transition
- (b) Staff requirements and their role in transition
- (c) Level of tasking to be performed and any impact it will have on transition
- (d) Knowledge transfer
- (e) Intellectual property transfer
- (f) Gantt schedule of transition
- (g) Formal handover (conclusion of transition) and Government acceptance
- (h) List of any Government Furnished/Contractor acquired property

The plan shall address the systematic transition of responsibility for support of the program's current operation without discontinuity of workflow or loss of integrity of the program's current operation. The plan shall establish interfaces for technical and contract administration. In addition, the plan shall identify any services, support, or other items that will be required from the Government to facilitate the transition. Contract Transition-Out Plan shall be provided to the Government within 24 months of contract award. A final report shall be delivered at the completion of this contract.

***Deliverable Data Item (See DD-1423):***

***CDRL A025: “Technical Report-Study/Services: End of Contract Transition Plan”***

**3.2.20 Security Management.** The Contractor shall comply with the requirements of the DOD 5200.1-M and the DD Form 254. Security of the Contractor’s electronic media shall be in accordance with the above documents. Effective Program Security shall require the Contractor to address Information Security and Operations Security enabled by the Security Classification Guides. The Contractor’s facility must be able to handle and store material up to the Classification Level as referenced in Attachment J-01, DD Form 254.

**3.2.20.1 Subcontractors.** The Contractor shall provide the plan to track flow down of covered defense information and to assess DFARS clause 252.204-7012 compliance for these suppliers/subcontractors.

**3.2.21 Contractor Security.** The Contractor shall implement security procedures in concert with Defense Security Service (DSS) National Industrial Security Program Operating Manual (NISPOM) per DoD 5220.22-M.

**3.2.22 Public Release of Information.** All public releases of information concerning this project must receive written approval of the PCO two weeks prior to release.

**3.2.23 Website Security.** The Contractor shall ensure that its publicly-accessible web-sites are free of For Official Use Only (FOUO), Controlled Unclassified Information, Controlled Technical Information, and/or indicators that could tip-off adversaries about impending program activity.

**3.2.24 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.

**3.3 System Hardware (Applicable to CLINs 0001, 0002, 0005 and if exercised 1001, 2001, 3001, 4001, 1002, 2002, 3002, 4002, 0004, 1005, 2005, 3005, 4005, 0006).** The Contractor shall procure, manufacture, assemble, test and deliver equipment per the provided technical documentation by the delivery date stated in Section F.

**3.3.1 Technical Data Package (TDP).** The applicable SSDS Equipment technical documentation and drawings are provided as GFI. The Contractor shall maintain and update the TDPs (CDRL A026 and CDRL A027) for SSDS equipment in accordance with MIL-STD-31000B as a production Level III TDP. The TDP shall contain all data and information sufficient for a third party to manufacture and provide life cycle support for SSDS equipment developed and qualified under this contract. The Contractor shall not use proprietary or vendor unique software, equipment (hardware and test) or technology. The Contractor shall update the TDPs, as required, to support SSDS equipment production and/or changes to SSDS equipment implemented during production. The TDP shall be maintained without any proprietary markings and, at the very least, with Government Purpose Rights (GPR) as defined at DFARS 252.227-7013. Drawings and associated lists shall be developed and structured in accordance with ASME Y14.24M-1999 and MIL-STD-31000B. The TDP shall contain digital photographic images of assembly procedures and cable dressing techniques provided coincident with the development of configurations supported, interface control information for hardware and software and CIDS changes. The Contractor shall make available each TDP to the Government owned Integrated Digital Environment. The TDP shall be verified by the Contractor at least thirty (30) calendar days prior to any required Physical Configuration Audit (PCA).

*Deliverable Data Item (See DD-1423):*

***CDRL A026: "Technical Data Package (TDP): TDP Update"***

*Deliverable Data Item (See DD-1423):*

***CDRL A027: "Commercial Drawings/Models and Associated Lists"***

**3.3.1.1 Physical Configuration Audit (PCA).** The Contractor shall support and participate in a Government run PCA conducted on the first production units. The PCA will verify that the SSDS MK2 Equipment is built in accordance with the applicable TDP. The PCA will take place at the Contractor's facility. PAT excluding the SBT, will be run on the production unit before and after the PCA to ensure functionality and operability. Support shall include providing technical documentation, equipment, facilities, and services, including support in disassembly and reassembly of the SSDS MK2 Equipment. The Contractor shall respond to audit findings, recommend corrective actions, and resolve all deficiencies identified during these audits within 30 days of the PCA. The Contractor shall also support a Delta PCA if required by the Government to address all audit findings, corrective actions, and resolved deficiencies.

**3.3.2 Manufacturing Plan.** The Contractor shall produce and deliver a Manufacturing Plan, fourteen (14) calendar days prior to the first PRR. The Manufacturing Plan (CDRL A028) shall show major milestones, including the planned schedule for conducting Production Acceptance Test in order to provide the opportunity for Government personnel to observe; and other major activities and milestones to facilitate Government monitoring of progress.

The Government will either accept the Manufacturing Plan, or within seven (7) calendar days of plan receipt, request to engage in discussions regarding desired changes. The Monthly Status Report (CDRL A002) shall document performance and successful completion of all necessary testing including Production Acceptance Test (PAT)) and evaluation of systems/equipment/components or other contract production items to demonstrate that the procured items fulfill the requirements and specifications of the contract.

*Deliverable Data Item (See DD-1423):*

***CDRL A002: "Contractor's Progress, Status and Management Report"***

*Deliverable Data Item (See DD-1423):*

***CDRL A028: "Manufacturing Plan"***

### **3.3.3 Test and Evaluation Program Plan**



The Contractor shall develop and deliver a Test and Evaluation Program Plan (TEPP) (CDRL A029) to include the following:

- Performance Verification Test Procedures - verifies that the performance requirements of the complete equipment satisfies the CIDs requirements.
- Design Verification Test Procedures - verifies that the design requirements of the complete equipment meets the CIDs requirements.
- Qualification Test Procedures - verifies the Environmental Qualification requirements are satisfied
- Production Acceptance Test Procedures - verifies that equipment function is suitable for Government acceptance. (CDRL A030)

*Deliverable Data Item (See DD-1423):*

***CDRL A029: "Test and Evaluation Program Plan (TEPP)"***

*Deliverable Data Item (See DD-1423):*

***CDRL A030: "Test Plans/Test Procedures: Production Acceptance Test (PAT) and Procedures"***

**3.3.4 Production Acceptance Test (PAT) and System Burn-In Test (SBT).** The PAT procedures are provided as GFI in the J attachments technical documentation. The GFI provided includes software required to conduct PAT and a listing of materials required to execute PAT. The Contractor shall provide recommended revisions to the PAT or provide recommended new test procedures as the engineering change warrants. The Contractor shall maintain the PAT procedures with Government approval (CDRL A030). The PAT shall be conducted successfully on each Production and Tactical Equivalent SSDS Equipment prior to Government acceptance (DD250). The PAT shall be conducted at the Contractor's facility, utilizing Contractor test equipment in accordance with the Government approved PAT procedures. The Government reserves the right to witness PAT. The Contractor shall provide Test/Inspection Reports (CDRL A031) for all acceptance tests. In addition to PAT, the Contractor shall conduct a System Burn-in Test (SBT) on each SSDS Equipment prior to Government acceptance. The SBT shall operate 72 hours error-free. The Contractor shall provide fourteen (14) calendar days' notice prior to commencement of PAT or SBT.

If a failure occurs during PAT but after successful SBT, the Contractor shall replace the failed component and re-run the PAT from point of failure. Re-run of the SBT will be considered on a case by case basis. The Test/Inspection Report shall include the circumstances of the failure, identification of the SSDS equipment under test, the testing step conducted when the failure occurred, physical observations, and meter readings (as applicable). The report shall include an analysis of the test failure and corrective measures to prevent further test failures.

*Deliverable Data Item (See DD-1423):*

***CDRL A030: "Test Plans/Test Procedures: Production Acceptance Test (PAT) and Procedures"***

*Deliverable Data Item (See DD-1423):*

***CDRL A031: "Test/Inspection Report: Production Acceptance Test (PAT) and System Burn-In Test (SBT) Report"***

**3.3.5 Support and Test Equipment (S&TE).** The Contractor shall develop and deliver a Special Equipment Tools and Equipment List and update the Special Equipment Tools and Test Equipment List (CDRL A032) as required to support SSDS equipment production and/or changes to SSDS principal component systems implemented during production.

*Deliverable Data Item (See DD-1423):*

***CDRL A032: "Special Equipment Tools and Equipment List"***

**3.3.6 Firmware.** The Contractor shall deliver firmware required for production acceptance testing in accordance with CDRL A009 Contractor's Supplier Configuration Management Plan. The Contractor shall use Government furnished software for testing.

*Deliverable Data Item (See DD-1423):*

***CDRL A009: "Contractor's Supplier Configuration Management Plan"***

**3.3.6.1 Firmware Support Documents.** The Contractor shall develop and deliver a Firmware Support Manual (FSM). (CDRL A033)

*Deliverable Data Item (See DD-1423):*

***CDRL A033: "Firmware Support Manual (FSM)"***

**3.3.7 Production Reliability, Maintainability.** The Contractor shall provide the necessary personnel, equipment, supplies and services required to plan, implement, and maintain a Reliability and Maintainability (R&M) program for production. The R&M characteristics of the SSDS equipment, as defined in CIDS, shall not be degraded during manufacturing and test.

**3.3.7.1 Reliability and Maintainability Program Plan**

The Contractor shall develop a R&M Program Plan that documents and details the processes and procedures utilized in the conduct and management of a R&M Program for both development and production. The plan shall be updated annually or as conditions warrant. The R&M Program Plan shall be approved by the Government. (CDRL A034).

*Deliverable Data Item (See DD-1423):*

***CDRL A034: "Reliability and Maintainability (R&M) Program Plan"***

**3.3.8 Failure Analysis and Corrective Action Report (FACAR).**

The Contractors shall maintain a Failure Analysis and Corrective Action Report (FACAR). All hardware failures and the equivalent software interrupts/failures shall be reported and monitored in the FACAR. The Contractor shall document and maintain FACAR incident reports and a summary table in the FACAR (CDRL A035). MIL-HDBK-2155 is available for guidance. The Contractor shall coordinate and participate in government chaired Failure Event Review Boards (FERBs), presenting FACAR events' status, root cause, corrective action implementation and verification.

*Deliverable Data Item (See DD-1423):*

***CDRL A035: "Failure Analysis and Corrective Action Report (FACAR)"***

**3.4 Spares (Applicable to CLIN 0002, 1002, 2002, 3002, and 4002 if exercised).** The Contractor shall procure Spares under Section B of the Schedule in accordance with the TDP and Attachment J-03 Spares list.

**3.5 Engineering Services (Applicable to CLIN 0003; and if exercised CLINs 1003, 2003, 3003, 4003).** In accordance with C-242-H003 TECHNICAL INSTRUCTIONS, the Contracting Officer's Representative (COR) or the PCO may issue Technical Instructions (TI) on the LOE CLINs after contract award that provide for further clarification and technical details for the efforts to be performed under the following paragraph. The Contractor shall provide Engineering Services to implement specified functionality and meet the defined requirements of the contract to achieve SSDS performance. The Contractor shall perform engineering studies and analysis, including Failure Analysis, Failure Trend Analysis, RM&A Improvements, Manufacturing Improvements, Diminishing Manufacturing Sources (DMS) cases, efforts associated with the implementation and resolution of DMS cases, design and production efforts if required and other emergent efforts. The Contractor shall document all updates required in a Scientific and Technical Report (CDRL A036) and if required prepare ECPs (CDRL A011) and RFVs (CDRL A012).

*Deliverable Data Item (See DD-1423):*

***CDRL A011: "Engineering Change Proposal (ECP)"***

*Deliverable Data Item (See DD-1423):*

***CDRL A012: "Request for Variance (RFV)"******Deliverable Data Item (See DD-1423):******CDRL A036: "Scientific and Technical Reports: Engineering Studies and Investigations"***

**3.6 Shore Site Material Provisioned Items Order (Applicable to CLIN 0004 if exercised).** The Contractor shall procure Shore Site Material under Section B of the Schedule in accordance with the detailed specifications or requirements as set forth by the contractor officer

**3.7 SSDS MK2 Equipment (Applicable to CLIN 0005; and if exercised CLINs 1005, 2005, 3005, and 4005).** The Contractor shall procure, manufacture, assemble, test and deliver or furnish as applicable all Equipment under Section B of the Schedule per the provided technical documentation by the delivery date stated in Section F.

**3.8 Provisioned Items Order Future SSDS MK2 Equipment (Applicable to CLIN 0006 if exercised).** The Contractor shall furnish the supplies or services ordered by the Government. See the clause under Section C of this contract entitled HQ C-1-0003, PROVISIONED ITEMS ORDERS (NAVSEA).

**3.9 Other Direct Costs (ODC) (Applicable to CLIN 0007; and if exercised CLINs 1007, 2007, 3007, and 4007).** The Contractor shall provide incidental materials and ODCs required in support of CLIN 0003 Engineering Services and, if exercised, CLINs 1003, 2003, 3003, and 4003. The Contractor shall submit an estimate to the Contracting Officer's Representative based upon the total unburdened cost for the material. In accordance with C-242-H003 TECHNICAL INSTRUCTIONS, the COR or the PCO may issue TIs on the ODC CLINs after contract award that provide for further clarification on the efforts to be performed.

The Contractor shall be reimbursed on a cost-only basis (no fee) for all allowable and allocable ODCs and incidental materials which shall be invoiced against CLIN 0007 and if exercised, Option CLINs 1007, 2007, 3007, and 4007, as directed in support of this SOW.

The Contractor shall be reimbursed for incidental materials necessary to perform the specified task which shall include such items that are considered to be miscellaneous consumables to complete the engineering support task defined per SOW. A copy of the receipt shall be included with the original certification submitted in Wide Area Work Flow (WAWF).

The Contractor will be reimbursed on a cost-only basis (no fee) for all allowable and allocable travel required to perform the requirements. All Contractor travel, to include subcontractors at all tiers, shall be conducted in accordance with FAR 31.205-46. All Contractor travel must be authorized by the COR in writing prior to travel occurring. Travel requests must identify the number of people traveling, the number of days for the trip, the estimated cost, and the reason for the travel.

The Contractor shall exploit existing technology to improve the productivity and availability of key personnel through the routine use of video teleconferencing, electronic meeting technologies, and other electronic communication tools to minimize travel and other costs while maintaining the same level of communication with other Contractor and Government organizations.

**3.10 Contract Data Requirements List (CLIN 0008).** Contract Data Requirements List (CDRL) items are specified in Exhibit A. Each SOW based CDRL submission requirement is listed within the SOW sections by the applicable CDRL number assigned to the specific CDRL. The Contractor shall submit deliverables in accordance with the format, schedule, and manner described in each CDRL.

CDRL (Exhibit A) deliverables shall be clearly marked as to any restrictions on the Government's use/dissemination with supporting rationale for restrictions. Restrictions on data shall also be identified and reported at all meetings. When data, software, or software documentation contains data with less than unlimited rights to the Government, only the cover and the specific portions of the document shall be marked with appropriate markings and tied directly to items on the lists required by DFARS 252.227-7017 and/or 252.227-7028 within the contract. The Contractor

shall not mark an entire document (e.g., presentation materials, trade studies, etc.) as restricted unless every page of the document contains restricted data.

The Contractor shall maintain a record of any Government Furnished Property (GFP) received, data items submitted, and technical and logistic documents generated in support of SSDS MK2 hardware development and production which is submitted for Government use. The Contractor shall maintain and deliver a Data Accession List (DAL) (CDRL A037) to track all data generated to fulfill the requirements of this contract.

***Deliverable Data Item (See DD-1423):***  
***CDRL A037: "Data Accession List (DAL)"***

**3.11 Data Rights License Upgrade Option (CLIN 0009).** If exercised, the Contractor shall grant the corresponding Data Rights license for each item of Technical Data (TD), Computer Software (CS), and Computer Software Documentation (CSD) identified on Attachment J-06B, J-07B, J-08B, and J-09B. Following option exercise, the Contractor shall deliver all future data submittals with markings and legends consistent with the rights furnished hereunder.

The data to be furnished hereunder shall be prepared in accordance with C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018).

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

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

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

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

shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.

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

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

## 2. Compliance to NIST 800-171

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

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

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

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

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

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

(5) Implement:

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

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

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

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

## 3. Cyber Incident Response

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

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

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

#### 4. Naval Criminal Investigative Service (NCIS) Outreach

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

#### 5. NCIS/Industry Monitoring

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

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

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

(End of Text)

#### C-211-H006 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA) (OCT 2018)

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

(1) DOD Instruction 5330.03, Defense Logistics Agency (DLA) Document Services of February 8, 2006

(2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract

and;

(3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the DLA Document Services in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives, camera-ready copies or digital media (CD/DVD)) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DLA Document Services and with the designated Contract Administration Office for printing and binding which shall include:

- (i) Citation of contract number;
- (ii) Security classification of materials to be printed;
- (iii) Establishment of a schedule for printing, including estimated delivery date to DLA Document Services;
- (iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;
- (v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DLA Document Services;
- (vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;
- (vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and
- (viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).
- (ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DLA Document Services or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DLA Document Services location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DLA Document Services. All transportation charges are paid to DLA Document Services or a contract printer designated by DLA Document Services.



(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print or digital media (CD/DVD) of the diagram to the DLA Document Services with a guide indicating the color of each line. DLA Document Services, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DLA Document Services will correct any errors and print the corrected composite diagram.

(4) DLA Document Services will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DLA Document Services will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DLA Document Services will pack and ship the material used for printing to the DLA Document Services, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DLA Document Services in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DLA Document Services to date of shipment of printed material from DLA Document Services.

<u>Printing</u>	<u>Minimum number of working Days required by DLA Document Services</u>
Up to 200 copies per original	30
201 through 400 copies per original	40
401 through 600 copies per original	50
601 copies per original and over	60

(2) If DLA Document Services exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DLA Document Services or a printer under contract to DLA Document Services; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DLA Document Services or a printer under contract to DLA Document Services.

(f) The costs of printing, binding, packing and shipping by DLA Document Services of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DLA Document Services or a contract printer designated by DLA Document Services) shall be borne by the Government.

(End of text)

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

##### (a) Definitions.

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

contract (including its attachments).

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

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

None

(End of text)

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

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

(End of text)

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

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

(End of text)

#### C-211-H019 COMMONALITY AND STANDARDIZATION (NAVSEA) (FEB 2019)

The Contractor shall develop and implement a Commonality and Standardization Plan, reducing range and increasing depth of like equipment, to enhance supportability, minimize life cycle costs, and increase system readiness and interoperability across ships/ship classes through the selection of equipment and components which are, to the maximum extent possible, (1) common for application within the SSDS MK2 Class and (2) common with equipment/components currently installed in U.S. Navy ships. The Contractor shall utilize both Industry (e.g., the Common Parts Catalog) and Government (e.g., NAVSEA Enterprise Commonality Virtual Shelf and the Hull, Mechanical and Electrical Equipment Data Research System (HEDRS)) tools to implement its Commonality and Standardization Plan. For selecting Hull Mechanical and Electrical (HM&E) equipment/components, the Contractor shall utilize NAVSEA Enterprise Commonality Virtual Shelf before other tools, if the items meet the contract requirements. The Virtual Shelf is a web-based repository of HM&E equipment/components that meet cross-platform requirements and specifications and provide superior Total Ownership Cost (TOC). Information to gain access to the Virtual Shelf is located on the following web site:  
<https://www.dau.mil/team/virtualshelf/SitePages/Home.aspx>.

(End of text)

## C-217-H001 PROVISIONED ITEMS ORDERS--BASIC (NAVSEA) (OCT 2018)

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders will be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation of Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph (d) below. The clause entitled "Contract Definitization" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen days of issuance of the order, the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(e) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "Disputes" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "Limitation of Government Liability" clause (FAR 52.216-24).

(f) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of Government liability shall be the maximum Government liability if the order is terminated. The "Limitation of Government Liability" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Government has obligated fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.

(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of any other work performed by the Contractor.

(End of text)

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

(a) Definitions. As used in this text:

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

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

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

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

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

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

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

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

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

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

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

(5) The Contractor shall check any hardware surfaces in the above systems which are known or suspected

to have come in contact with mercury or mercury compounds for evidence of structural degradation and external mercury contamination. The existence of external mercury contamination can be determined following MIL-STD-2041D entitled Control of Detrimental Materials.

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

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

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

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

(End of Text)

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

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

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

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

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

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

Stephen Hunt  
SSDS Integrated Combat System Principal for Safety  
Phone: 540-653-8554  
stephen.a.hunt@navy.mil

(End of text)

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

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

(End of Text)

C-227-H008 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018)

(a) The contractor shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. The contractor shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system.

(b) The contractor shall insert paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word "contractor" shall be changed to "subcontractor."

(c) The contractor shall, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.

(d) The contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture."

(e) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000  
Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

(End of text)

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to

gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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

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

(End of text)

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

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

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

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



- (d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.
- (e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.
- (f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (g) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of text)

#### C-227-H013 REPORTING THE INTENDED USE OF GOVERNMENT-UNIQUE MARKS (NAVSEA)(JAN 2020)

- (a) Government-unique mark, as used herein, means any mark that identifies and distinguishes goods first developed or manufactured in performance of a Government contract or that identifies and distinguishes services first rendered in performance of a Government contract.
- (b) The Contractor must notify the Contracting Officer in writing of its intent to assert rights in, or file an application to register, a Government-unique mark. The Contractor's notification shall be in writing and shall identify the Government-unique mark (including the word, name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.
- (c) Failure of the Government to respond to the notification does not waive the Government's right under the Trademark Act to contest the Contractor's assertion of rights or application.
- (d) Nothing contained herein provides authorization or consent, express or implied, by the Government regarding the Contractor's use of any mark, including a Government-unique mark.

(End of Text)

#### C-228-H001 INDEMNIFICATION FOR ACCESS TO VESSEL (NAVSEA) (DEC 2018)

Notwithstanding any provision in the "Access to Vessel" clause (DFARS 252.217- 7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

(End of text)

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

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

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

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

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

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

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

(End of text)

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

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

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

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

(End of text)

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

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

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

(End of text)

#### C-242-H002 POST AWARD MEETNG (NAVSEA) (OCT 2018)

(a) A post-award meeting with the successful offeror will be conducted within 30 calendar days after award of the contract. The meeting will be held at the address below:

Location/Address: [ \* ]

(b) The contractor will be given 5 working days notice prior to the date of the meeting by the Contracting Officer.

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

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

[ \* ] To be specified at contract award.

(End of text)

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

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

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

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

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

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

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

(End of text)

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

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

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

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

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

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

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

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

(2) By submitting a request to the

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

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

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

(End of text)

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

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

(End of text)

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

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

<u>CLIN</u>
<u>0001</u>
<u>0005</u>
<u>1001</u>
<u>1005</u>
<u>2001</u>

<u>2005</u>
<u>3001</u>
<u>3005</u>
<u>4001</u>
<u>4005</u>

(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

DATA RIGHTS LANGUAGE**(IF OPTION EXERCISED) CLIN 0009– Data Rights License Upgrade Option**

All data shall be packaged and marked in accordance with D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018) and D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018).

## CLAUSES INCORPORATED BY FULL TEXT

## D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018)

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), DOD 5220.22-M dated 28 February 2006 incorporating Change 2 dated 18 May 2016.

(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:

Contracting Officer Representative (COR) - TBD

(Name of Individual Sponsor)

Naval Sea Systems Command

Program Executive Office Integrated Warfare Systems (PEO IWS)

(Name of Requiring Activity)

Washington Navy Yard, DC 20376

(City and State)

(End of text)

## D-211-H003 PACKAGING OF PIO (NAVSEA) (OCT 2018)

Item(s) 0004 and 0006 - The supplies furnished hereunder shall be cleaned, preserved, packaged, packed and marked in accordance with the instructions established in each PIO. Unless otherwise stated in the PIO, supplies shall be packaged to ensure protection against corrosion, deterioration, physical, and electrical damage during shipment from the Contractor to the point of delivery.

(End of text)



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

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

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

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

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

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

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

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

(End of Text)

**D-247-H002 PACKAGING OF SUPPLIES—BASIC (NAVSEA) (OCT 2018)**

Item(s) 0001, 0002, 0004, 0005, 0006, 1001, 1002, 1005, 2001, 2002, 2005, 3001, 3002, 3005, 4001, 4002, 4005 The supplies furnished hereunder shall be packaged in accordance with ASTM-D-3951-15 approved 1 December 2015, Standard Practice for Commercial Packing.

(End of text)

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

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

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

Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

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

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

(End of text)

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

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

(End of text)

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

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

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION- THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED [to be completed at award]." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(End of Text)

## Section E - Inspection and Acceptance

SECTION E ENTRY

## Section E - Inspection and Acceptance

DATA RIGHTS LANGUAGE**(IF OPTION EXERCISED) CLIN 0009 – Data Rights License Upgrade Option**

Inspection and acceptance of all data shall be in accordance in E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018).

## INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Destination	Government
0002	Origin	Government	Destination	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Destination	Government
0005	Origin	Government	Destination	Government
0006	Origin	Government	Destination	Government
0007	Origin	Government	Origin	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
1001	Origin	Government	Destination	Government
1002	Origin	Government	Destination	Government
1003	Origin	Government	Origin	Government
1005	Origin	Government	Destination	Government
1007	Origin	Government	Origin	Government
2001	Origin	Government	Destination	Government
2002	Origin	Government	Destination	Government
2003	Origin	Government	Origin	Government
2005	Origin	Government	Destination	Government
2007	Origin	Government	Origin	Government
3001	Origin	Government	Destination	Government
3002	Origin	Government	Destination	Government
3003	Origin	Government	Origin	Government
3005	Origin	Government	Destination	Government
3007	Origin	Government	Origin	Government
4001	Origin	Government	Destination	Government
4002	Origin	Government	Destination	Government
4003	Origin	Government	Origin	Government
4005	Origin	Government	Destination	Government
4007	Origin	Government	Origin	Government

## INSPECTION AND ACCEPTANCE TERMS

## Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
1001	Destination	Government	Destination	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1005	N/A	N/A	N/A	Government
1007	N/A	N/A	N/A	Government
2001	Destination	Government	Destination	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2005	N/A	N/A	N/A	Government
2007	N/A	N/A	N/A	Government
3001	Destination	Government	Destination	Government
3002	N/A	N/A	N/A	Government
3003	N/A	N/A	N/A	Government
3005	N/A	N/A	N/A	Government
3007	N/A	N/A	N/A	Government
4001	Destination	Government	Destination	Government
4002	N/A	N/A	N/A	Government
4003	N/A	N/A	N/A	Government
4005	N/A	N/A	N/A	Government
4007	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

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

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

Quality Management ANSI/ASQ 9001-2015

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

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

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

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

## CLAUSES INCORPORATED BY FULL TEXT

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

Item(s) 0003, 1003, 2003, 3003, 4003 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

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

Item(s) 0001, 0002, 0004, 0005, 0006, 0008, 0009, 1001, 1002, 1005, 2001, 2002, 2005, 3001, 3002, 3005, 4001, 4002, and 4005 - Inspection and acceptance shall be made at destination by a representative of the Government.

(End of text)

## E-246-H017 INSPECTION AND ACCEPTANCE OF F.O.B. ORIGIN DELIVERIES (NAVSEA) (OCT 2018)

Item(s) 0003, 0007, 1003, 1007, 2003, 2007, 3003, 3007, 4003, and 4007 - Inspection and acceptance shall be made at source by a representative of the cognizant Contract Administration Office or other representative of the Government.

(End of text)

## E-246-H018 INSPECTION AND ACCEPTANCE OF PIO (NAVSEA) (OCT 2018)

Item(s) 0004 and 0006 - Inspection and acceptance of parts ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, parts shall be inspected and accepted at source by a representative of the Contract Administration Office.

(End of text)

## E-246-H019 INSPECTION AND ACCEPTANCE OF PROVISIONING TECHNICAL DOCUMENTATION (NAVSEA) (OCT 2018)

Item(s) 0008 - The Government may accept, conditionally accept, or reject the Provisioning Technical Documentation (PTD) within sixty days after its delivery, or as specified on the applicable CDRL(s). A notice of conditional acceptance shall state any corrective action required by the Contractor. If PTD is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the PTD. The Contractor shall at no additional cost to the Government make any necessary changes, modifications, or corrections to the PTD. The Government shall take action on the corrected PTD within the time limit specified above. Government action under this requirement shall not affect or limit any other rights it may have under this contract.

(End of text)

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

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

(End of text)

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

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

(End of text)

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

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

(End of text)

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

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

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

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

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

(d) The certificate shall read as follows:

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

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(End of text)

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

(a) Initial inspection of the supplies to be furnished hereunder shall be made by \* at the contractor's or subcontractor's plant located at \*. 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 \* within 10 days after [receipt OR installation/checkout/test].

(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.

[\*] to be completed at contract award

(End of text)

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

The Contractor agrees to notify PEO IWS 10.0, in writing, when the material will be inspected and/or tested. A minimum of 10 working days is required to arrange such a visit.

(End of text)



## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-28	Contractor's Invoices	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
52.247-58	Loading, Blocking, And Bracing Of Freight Car Shipment	APR 1984
52.247-59	F.O.B Origin--Carload and Truckload Shipments	APR 1984
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

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

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

(End of text)

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

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

(End of Text)

## F-247-H003 F.O.B. ORIGIN (NAVSEA) (OCT 2018)

All supplies hereunder shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled "F.O.B. Origin" (FAR 52.247-29) at or near the Contractor's plant, (insert city, county, and state), for shipment at Government expense (normally on Government bill(s) of lading) in accordance with the delivery instructions specified herein. This paragraph is required pursuant to 52.247-29 (a)(1).

FMS item(s), if any, shall be shipped on a separate bill of lading and Interstate Commerce Act 49 U.S.C. Section 10721 and 13712 rates do not apply.

(End of text)

F-247-H004 RESTRICTIONS FOR SHIPPING TO MILITARY AIR OR WATER PORT/ TERMINAL  
(NAVSEA) (OCT 2018)

The Contractor shall not ship directly to a military air or water port/terminal without authorization by the cognizant Contract Administration Office.

(End of text)

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	30-SEP-2022	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
0002	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
0003	12 mths. AOE	58,800	N/A FOB: Origin (Shipping Point)	N/A
0004	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
0005	30-SEP-2022	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD

0006	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
0007	12 mths. AOE	1	N/A FOB: Origin (Shipping Point)	N/A
0008	60 mths. ADC	1	N/A FOB: Destination	TBD
0009	60 mths. ADC	1	N/A FOB: Destination	TBD
1001	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
1002	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
1003	12 mths. AOE	58,800	N/A FOB: Origin (Shipping Point)	N/A
1005	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
1007	12 mths. AOE	1	N/A FOB: Origin (Shipping Point)	N/A
2001	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD

2002	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
2003	12 mths. AOE	58,800	N/A FOB: Origin (Shipping Point)	N/A
2005	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
2007	12 mths. AOE	1	N/A FOB: Origin (Shipping Point)	N/A
3001	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
3002	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
3003	12 mths. AOE	58,800	N/A FOB: Origin (Shipping Point)	N/A
3005	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
3007	12 mths. AOE	1	N/A FOB: Origin (Shipping Point)	N/A
4001	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD

4002	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
4003	12 mths. AOE	58,800	N/A FOB: Origin (Shipping Point)	N/A
4005	12 mths. AOE	TBD	NSWCDD DNA ATTN: NSLC Dam Neck 2089 Tartar Ave., Bldg. 559 Virginia Beach, VA 23461-2097 M/F: STEVE PETT, R31 FOB: Destination	TBD
4007	12 mths. AOE	1	N/A FOB: Origin (Shipping Point)	N/A

#### DELIVERY INFORMATION TABLE TERMS

When used in this section, the terms below shall be read as follows:

<u>Term</u>	<u>Definition</u>
ADC	after date of contract
AOE	after date of option exercise

#### PERIODS OF PERFORMANCE FOR LEVEL OF EFFORT OPTION ITEMS

The period of performance for level of effort option CLINs under this contract shall be based upon the option exercise date of each CLIN as follows:

<u>ITEM</u>	<u>PERIOD OF PERFORMANCE</u>
0003	Contract Award Date to 1 Year After Contract Award Date
1003	Date of Option Exercise to 1 Year After Option Exercise
2003	Date of Option Exercise to 1 Year After Option Exercise
3003	Date of Option Exercise to 1 Year After Option Exercise
4003	Date of Option Exercise to 1 Year After Option Exercise

The Government will insert the specific period of performance for each CLIN upon contract award or option exercise.

**CLINs 0001 and 0005** – The Contractor shall deliver the first set of equipment by 30 SEP 2022, the second set of equipment by 31 OCT 2022, and the third set of equipment by 30 NOV 2022.

**CLINs if exercised 0002, 0004, 0006, 1001, 2001, 3001, 4001, 1002, 2002, 3002, 4002, 1005, 2005, 3005, and 4005** - Deliveries shall be as specified in each modification, but shall not exceed 12 months from the date the option is exercised.

#### DATA RIGHTS LANGUAGE

**(IF OPTION EXERCISED) CLIN 0009 – Data Rights License Upgrade Option**

All data to be furnished under this contract shall be delivered in accordance with F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018).

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

## (c) WAWF access. To access WAWF, the Contractor shall—

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

(To be filled in at award)

(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.

(To be filled in at award)

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	N00024
Admin DoDAAC**	TBD
Inspect By DoDAAC	See Section E
Ship To Code	See Section F
Ship From Code	See Section F
Mark For Code	N/A
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A



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

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

(g) WAWF point of contact.

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

NAVSEA HQ WAWF Helpdesk: [WAWFHQ@navy.mil](mailto:WAWFHQ@navy.mil)

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

(End of clause)

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

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

(End of text)

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

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

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

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

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

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

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

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

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

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

(End of text)

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

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

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

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
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.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

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

<u>Item</u>	<u>Type*</u>
<u>0001, 0002, 0004, 0005, 0009, 1001, 1002, 1005, 2001, 2002, 2005, 3001, 3002, 3005, 4001, 4002, 4005</u>	<u>FP</u>
<u>0003, 0006, 0007, 1003, 1007, 2003, 2007, 3003, 3007, 4003, 4007</u>	<u>CR</u>

\*CR – Cost-Reimbursement

FP – Fixed Price

(End of text)

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

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

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

(End of text)

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

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

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

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:  
Name: Ms. Stacy Crisman  
Address: 1333 Isaac Hull Ave., SE BLDG 197  
Washington Navy Yard, 20376  
Phone: (202) 781-2015  
E-mail: stacy.crisman1@navy.mil

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

The Contracting Officer's Representative (COR) is:  
Name: [ \* ]  
Address:  
[ \*Street ]  
[ \*City, State, Zip ]  
Phone: (Area Code) xxx- [xxxx]; FAX: (Area Code) xxx- [xxxx]  
E-mail: [ \* ]

[ \* ] To be completed at contract award

(End of text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (OCT 2018)

(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 PEO IWS 10.0. 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 the following holidays:

**HOLIDAYS\***

New Year's Day  
Martin Luther King's Birthday  
    Presidential Inauguration Day (Washington DC metro area only)  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

\* Except for the Presidential Inauguration Day, if the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

The actual date of observance for each of the above 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/snow-dismissal-procedures/federal-holidays/#url>.

(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:

[\*]

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

[\*]

[\*] To be updated by the Contracting Officer prior to award.

(End of text)

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## H-216-H002 LEVEL OF EFFORT--ALTERNATE I (NAVSEA) (OCT 2018)

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

(b) Of the total man-hours of direct labor set forth in Section B, it is estimated that \_\_\_\_\_ (Offeror to fill-in) man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately <to be determined> hours per week. It is understood and agreed that the rate of man-hours per week may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraphs.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified in Section B would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required; the probable benefits which would result; an offer to undertake the acceleration at no increase in the estimated cost or fee; and an offer for the additional man-hours to cover the remainder of the term to include a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term. The offer shall acknowledge that the additional man-hours proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of a signed contract modification by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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



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

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

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

(End of text)

#### H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (JUN 2019)

(a) Definitions:

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

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

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

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

(5) Commercial Service Providers. Suppliers of Navy test, measurement, and diagnostic equipment, including original equipment manufacturers, who may calibrate their own products but are not engaged in calibration as a

major line of business, and other commercial laboratories that provide low volume, model specific, or unique parameter calibration services.

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

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

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

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

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

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

(b) Test, measurement, and diagnostic equipment and automatic test systems are used to monitor and test systems, equipment, devices, and the environmental conditions under which these systems and personnel operate. The accuracy of Navy and Contractor test, measurement, and diagnostic equipment and automatic test systems used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required to ensure that all test, measurement and diagnostic equipment used for quantitative or qualitative measurements is maintained and calibrated in accordance with U.S. national standards ANSI/NCSL Z540.3 Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006 or ISO/IEC 17025 General Requirements for the Competence of Testing and Calibration Laboratories (2nd Edition), dated 15 May 2005 or the national standards of other countries correlated with U.S. national standards held by the National Institute of Standards and Technology and designated as an approved source by the Department of the Navy METCAL Executive Agent.

(c) Calibration certification to Navy standard NAVSEA 04-4734B, Navy and Marine Corps Calibration Laboratory Audit/Certification Manual, 1 Dec 2006, is acceptable in place of ANSI/NCSL Z540.3 and ISO/IEC 17025 accreditations. ANSI/NCSL Z540.3 and ISO/IEC 17025 accreditations must be performed by an U.S. headquartered accreditation body that is a signatory of the Navy Calibration Cooperative Agreement. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ISO/IEC 17025 or ANSI/NCSL Z540.3 must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope. For activities certificated to NAVSEA 04-4734B, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA certification, and calibration event records shall be provided to the Government upon request. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect TMDE end of period reliability greater than 72%. TMDE reliability data shall be provided upon request. TURs shall be greater than 4:1 or ensure a probability of false acceptance of 2% or less and a probability of false rejections of 15% or less. Calibration procedures and methods used by the contractor shall be provided to the Government upon request.

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

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

(End of text)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-16 (Dev)	Preventing Personal Conflicts of Interest (JUN 2020) (Deviation 2018-O0018)	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
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	JUN 2020
52.211-5	Material Requirements	AUG 2000
52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
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
52.215-9 Alt I	Changes or Additions to Make-or-Buy Programs (Oct 1997) - Alternate I	OCT 2010
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	JUN 2020
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation 2018-O0015)	JUN 2020

52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2018-O0015)	JUN 2020
52.215-14	Integrity of Unit Prices	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	JUN 2020
52.215-21 Alt I	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (JUN 2020) - Alternate I	OCT 2010
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	JUN 2020
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	MAY 2020
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 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
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-3	Patent Indemnity	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2 (Dev)	Cost Accounting Standards (DEVIATION 2018-O0015)	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014

52.232-25	Prompt Payment	JAN 2017
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2020
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	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
252.209-7009	Organizational Conflict of Interest--Major Defense Acquisition Program	MAY 2019
252.209-7010	Critical Safety Items	AUG 2011
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7006	Passive Radio Frequency Identification	DEC 2019
252.215-7002	Cost Estimating System Requirements	DEC 2012
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
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	MAY 2019
252.225-7006	Acquisition of the AmericanFlag	AUG 2015
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	DEC 2019
252.225-7011	Restriction on Acquisition of Supercomputers	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7013	Duty-Free Entry--Basic	APR 2020
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7033	Waiver of United Kingdom Levies	APR 2003
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	DEC 2018
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7003	Frequency Authorization	MAR 2014
252.239-7000	Protection Against Compromising Emanations	OCT 2019
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7018 (Dev)	Supply Chain Risk (DEVIATION 2018-O0020).	FEB 2019
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.246-7001	Warranty Of Data	MAR 2014

252.246-7001	Alt II Warranty Of Data (Mar 2014) - Alternate II	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7028	Application for U.S. Government Shipping Documentation/Instructions	JUN 2012
252.249-7002	Notification of Anticipated Contract Termination or Reduction	JUN 2020

## CLAUSES INCORPORATED BY FULL TEXT

### 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

#### (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 Web sites) 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 items, 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)

## 52.232-16 PROGRESS PAYMENTS (JUN 2020)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

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

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

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

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

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

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract

action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

#### 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (SEPT 2016)

##### (a) Definitions.

Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under Title III of Defense Production Act (50 U.S.C. App. 2091-2093).

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

#### 52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

##### (a) Definitions.

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

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

subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

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

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

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

(d) Government response. The Contracting Officer shall promptly, within 21 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or



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

(e) Equitable adjustments.

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

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

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

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

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

(End of clause)

## 52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(End of clause)

## 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

### (a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html).

### (c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that--

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved
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(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

#### 252.232-7004 DoD Progress Payment Rates (OCT 2014) (NAVSEA VARIATION I) (MAR 2020)

If the Contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Undefined Contract Actions) to 95 percent.

(End of clause)

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

The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the Schedule. If more than one option exists, the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity



specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

<u>ITEM(S)</u>	<u>LATEST OPTON EXERCISE DATE</u>
0002	12 months ADC
0004	60 months ADC
0006	60 months ADC
0007	12 months ADC
0009	60 months ADC
1001	24 months ADC
1002	24 months ADC
1003	24 months ADC
1005	24 months ADC
1007	24 months ADC
2001	36 months ADC
2002	36 months ADC
2003	36 months ADC
2005	36 months ADC
2007	36 months ADC
3001	48 months ADC
3002	48 months ADC
3003	48 months ADC
3005	48 months ADC
3007	48 months ADC
4001	60 months ADC
4002	60 months ADC
4003	60 months ADC
4005	60 months ADC
4007	60 months ADC

(End of clause)

52.217-9 VAR I OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION I) (OCT 2018)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists, the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

<u>ITEMS</u>	<u>LATEST OPTION EXERCISE DATE</u>
0003	12 months ADC
1003	24 months ADC
2003	36 months ADC
3003	48 months ADC
4003	60 months ADC

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "Level of Effort – Alternate I", if the total manhours delineated in paragraph (a) of the Level of Effort requirement, have not been

expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of clause)

52.217-9 VAR II OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION II) (OCT 2018)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists, the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

<u>ITEMS</u>	<u>LATEST OPTION EXERCISE DATE</u>
0006	60 months ADC

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g)(ii) of the requirement of this contract entitled "Level of Effort", if the total manhours delineated in paragraph (a) of the Level of Effort requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of clause)

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

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

Name / Attachment #	Description / Title
Exhibit A	Contract Data Requirement List (CDRL) DD Form 1423
J-01	DD Form 254
J-02	Government Furnished Information (GFI) List
J-03	TI-16 SSDS MK2 Spares Price List**
J-04	Small Business Subcontracting Plan**
J-05	Personnel Definitions***
J-06A	DFARS 252.227-7017 Assertions List**
J-06B	DFARS 252.227-7017 License Upgrade Option, if applicable**
J-07A	DFARS 252.227-7028 Assertions List**
J-07B	DFARS 252.227-7028 License Upgrade Option, if applicable**
J-08A	Noncommercial Technical Data and Computer Software**
J-08B	Noncommercial Technical Data and Computer Software License Upgrade Option**
J-09A	Commercial Technical Data, Commercial Computer Software, and Commercial Computer Software Documentation- Government Use Restrictions**
J-09B	Commercial Technical Data, Commercial Computer Software, and Commercial Computer Software Documentation- Government Use Restrictions License Upgrade Option, if applicable**
J-10	PIO Burdened Pricing Rates**
J-11A	RESERVED
J-11B	RESERVED
J-12	Bidder's Question Submittal Form*
J-13	Sample Staffing Plan*
J-14	Press Release Form*
J-15	Unclassified Terms of Use Agreement*

\*TO BE REMOVED AT AWARD

\*\*TO BE INCORPORATED AT AWARD

\*\*\*TO BE MODIFIED AT AWARD TO REMOVE TAB "Staffing Plan Definitions" AND TO BE RENAMED AS "Key Personnel"

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

## CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.225-18	Place of Manufacture	AUG 2018
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
252.204-7007	Alternate A, Annual Representations and Certifications	APR 2020
252.225-7010	Commercial Derivative Military Article--Specialty Metals Compliance Certificate	JUL 2009
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334118.

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(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:

(X) 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 will be performed in the United States or its outlying areas.

(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 will be performed in the United States or its outlying areas.

(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 items.

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

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

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

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

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

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 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:

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

X (vii) 52.227-6, Royalty Information.

X (A) Basic.

X (B) Alternate I.

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

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

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

(End of provision)

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the

provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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



(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representation. The Offeror represents that it [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

\* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: \_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

\* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ☐ ) yes( ☐ ) no

(End of Provision)

## 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

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

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign  
Government

Description of Interest, Ownership Percentage, and  
Identification of Foreign Government

(End of provision)

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

### 1.0 GENERAL INFORMATION

**For proposal purposes, the estimated date of contract award is July 2021. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon contract award.**

The Government will not entertain any proposed revisions to the terms and conditions contained in this solicitation submitted as part of the Offeror's proposal, including any attachment or exhibit referenced therein. Therefore, any offer that includes "redlines," condition(s) of offer, or any other deviation from the requirements of the solicitation may be rejected by the Government.

Each Offeror is required to submit a proposal that is sufficiently detailed and complete to fully demonstrate an understanding of, and compliance with, all of the requirements of the solicitation. Proposals shall contain only material directly related to this acquisition. Offerors shall submit all information required by this solicitation. Offeror's proposals shall be based on the requirements contained in this solicitation (including those documents, exhibits, and other attachments to the solicitation identified in Section J). Offerors shall submit a proposal encompassing all of the line items listed in Section B of this solicitation. **FAILURE TO FOLLOW THE INSTRUCTIONS OR CONFORM TO ALL REQUIREMENTS OUTLINED IN THIS SOLICITATION MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

Proposals submitted in response to the solicitation must contain a complete description of all pertinent aspects of the effort proposed by the Offeror. Offerors shall not assume that previously submitted data or prior experience presumed to be known to the Government (e.g., previous projects performed for the Government) will be considered as part of the proposal.

General statements such as, "the Offeror understands," "the Offeror can or will comply with the requirements," "standard procedures will be used," "well-known techniques will be used," or statements which merely paraphrase the solicitation in whole or in part do not constitute compliance with the requirements for proposal content. Data previously submitted, or presumed to be known (e.g., data or services previously submitted or performed for the Government) cannot be considered as part of the proposal unless explicitly incorporated into the proposal. Discussions of each topic in the proposal shall exhibit continuity and logical progression.

In the event that any portion of the proposal is written by anyone who is not an actual employee of the Offeror submitting the proposal, the Offeror shall furnish a certificate attesting to this, which must be signed by an authorized official of the Offeror and shall indicate the person's name, employment capacity, the name of this person's firm, relationship of that firm to the Offeror, and which portion of the proposal was written by that person.

The Government is competing the TI-16 requirement to the maximum extent practical but Offerors are advised that there is potential for execution of within scope contract modifications after contract award in accordance with FAR 52.243-1 and FAR 52.243-2. One potential after award change could include an update to the TI-16 technical data packages (TDP) (J-02), which if executed would be in accordance with FAR 52.243-1. Additionally, due to the dynamic marketplace there is potential for post award modifications due to diminishing manufacturing sources and material shortages (DMSMS) or other engineering issues. Although the Government seeks to mitigate DMSMS issues that cause changes to the TDPs, the Government may address DMSMS issues by modifying the contract after award for an ECP in accordance with Section C.3.2.10.2 and the CMP. The Government will evaluate proposals in accordance with Section L and Section M to include reasonableness (where applicable), cost realism (where applicable), and unbalanced pricing to select the best value to the Government.

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

This solicitation will be made available only through the World Wide Web on the Governmentwide point of entry (GPE), at <https://beta.sam.gov/>. From time to time, the Government may post additional information to the GPE

relating to this solicitation (e.g. responses to questions, solicitation amendments, etc.). It is the responsibility of prospective Offerors to monitor the GPE for any such information.

## **1.2 COMMUNICATIONS WITH THE GOVERNMENT**

Unless otherwise specified, the Naval Sea Systems Command Procuring Contracting Officer and Contract Specialists are the sole points of contact for this acquisition (hereafter "Government Points of Contact").

Ms. Stacy Crisman  
Procuring Contracting Officer  
stacy.crisman1@navy.mil  
(202) 781-2015

Ms. Patti Pace  
Contract Specialist  
patricia.pace@navy.mil  
(202) 781-2856

Ms. Elizabeth Feliciano  
Contract Specialist  
Elizabeth.feliciano1@navy.mil  
(202) 781-1049

## **1.3 AVAILABILITY OF ATTACHMENTS AND BIDDER'S LIBRARY**

The Government will make available to Offerors a Bidder's Library containing information to assist in the preparation of a proposal. The Bidder's Library will also contain certain solicitation attachments that cannot be posted to the GPE. Documents in the Bidder's Library may contain classified data and/or technical data whose export is restricted by the Arms Export Control Act (Title, U.S.C. Section 2751 et seq. or Executive Order 12470).

To request access to the Bidder's Library, please submit a request via email to the Government Points of Contact identified in 1.2 above. Please reference the name of your company and "N00024-20-R-5602 Bidder's Library Access Request" (without quotes) in the subject line of the message. In the body of the email, provide the name and email address of a company individual who will receive a secure download link for the Bidder's Library materials. If the Government has already granted your company access to the Bidder's Library for this procurement, please indicate this also in the body of the email.

The Government will verify the request for access. Upon successful verification, the Government will provide a copy of a Terms of Use Agreement (TOUA) (Attachment J-15) that must be signed by an authorized representative of the prospective Offeror and returned to the Government. Upon receipt of a duly executed Terms of Use Agreement, the Government will provide via email to the designated company representative a secure download link for the Bidder's Library. Over the course of the procurement, the Government may provide Bidder's Library updates or additional materials to the same designated company representative.

By submitting a proposal, Offerors certify that they will destroy restricted information obtained in connection with solicitation N00024-20-R-5602 and any and all copies, notes, or other materials produced using the classified or other restricted information provided in connection with solicitation N00024-20-R-5602 within 90 days from contract award if they are deemed an unsuccessful Offeror. In the event that restricted information is requested and obtained but no proposal is submitted, any and all copies, notes, or other materials produced using the classified or other restricted information provided in connection with solicitation N00024-20-R-5602 shall be destroyed within 90 days from proposal due date and notification shall be made to the Contracting Officer.

The deadline to request access to the controlled solicitation documents and Bidder's Library shall be the same as the deadline to submit bidder's questions regarding this solicitation.

## 1.4 SUBMISSION OF QUESTIONS AND COMMENTS

Offerors shall submit written questions and comments related to this solicitation using the Bidder's Question Submittal Form (Attachment J-12) for this solicitation. For ease of Government review and to minimize response time, Offerors shall submit this form in the original file format. Do not convert the form to Portable Document Format (PDF). To ensure the Government understands the context of the question, Offerors shall detail the applicable document name, document date or version, page, paragraph, clause or other specific citation to which the question applies. Information contained in the Government's responses to bidder's question shall not supersede any information contained in the solicitation (including amendments). In the event of a discrepancy between a response to a bidder's question and the content of the solicitation, the latter shall take precedence.

Offerors shall not submit comments, questions, or inquiries to any Government representative other than the Government Points of Contact identified in Section 1.2, above.

The Government intends to distribute bidder's questions and associated responses via public posting to the BETA.SAM website. The Government does not anticipate any classified questions related to this procurement, however, any question or response that contains classified or controlled unclassified information will not be posted publicly, but rather will be posted in the bidder's library or sent directly to those Offerors who have an executed TOUA and meet the security requirements detailed herein.

In the event that a prospective Offeror wishes to submit a comment or question that the prospective Offeror believes addresses a subject that is specific or proprietary to the Offeror, then the Offeror shall mark the question accordingly on the submission form and provide justification to support its claim. If the Government concurs with this identification, the Government will respond only to that potential Offeror. If the Government does not concur with this identification, it will inform the submitting Offeror and will not provide any further response. The Offeror may resubmit the question without the proprietary marking.

Offerors shall submit in accordance with this section any questions or suggestions related to the terms and conditions of this solicitation prior to the deadline for questions.

The deadline for receipt of questions is **11:59 PM, EST, December 30, 2020**. Any questions received after this date may not be answered prior to receipt of proposals.

### 1.4.1 UNCLASSIFIED QUESTIONS

Submit written unclassified questions related to this solicitation via email to the Government Points of Contact identified in Section 1.2, above. Reference "N00024-20-R-5602 Question from [name of Offeror]" (without quotes or brackets) in the subject line of the message.

## 1.5 SOLICITATION SECURITY CLASSIFICATION

Offerors must meet all clearance requirements detailed in the DD Form 254 (Attachment J-01) by the date of contract award. The Government does not anticipate a need for Offerors to submit classified material in any proposal volume. **OFFERORS SHALL NOT PLACE ANY CLASSIFIED INFORMATION IN ANY PORTION OF ITS PROPOSAL.**

## 1.6 AWARD WITHOUT DISCUSSIONS

Pursuant to the provision under this section entitled FAR 52.215-1, "Instructions to Offerors – Competitive Acquisition," the Government intends to award a single contract on the basis of a proposal submission without conducting discussions with Offerors, but reserves the right to conduct discussions per FAR 15.306 "Exchanges with Offerors After Receipt of Proposals" if determined by the Contracting Officer to be necessary. Each Offeror shall submit only **one** proposal. **No alternate proposals will be accepted, and the submission of multiple proposals will result in rejection of the proposal.** Therefore, each Offeror's proposal submission shall contain the



Offeror's best terms from a price and technical standpoint. However, the Government may contact any, all, or a limited number of Offerors with questions concerning their proposals as permitted under FAR Part 15. Upon the conclusion of discussions, if they occur, the Government will request Final Proposal Revisions (FPRs) from all Offerors still within the competitive range.

## **2.0 GENERAL PROPOSAL INSTRUCTIONS**

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

The Government encourages Offerors to contact the Government Points of Contact (see Section 1.2, above) via email to request an explanation of any aspect of these instructions as outlined in Section 1.4 above.

Offerors shall take care to submit a legible, neat, orderly, concise and comprehensive proposal. Elaborate brochures or artwork, or expensive visual or presentation aids beyond those sufficient to present a complete and comprehensive proposal are unnecessary. Clarity is essential. The use of brochures shall be minimized and if used will count against page limits.

## **2.1 PROPOSAL STRUCTURE, FORMAT, AND PAGE COUNTS**

Offerors shall structure proposal submittals such that the required content is organized as follows:

VOLUME	TITLE	PAGE LIMIT	ELECTRONIC COPIES
I	Technical Approach	100 Total	1
	Elements A, B, D	None	1
	Element C, Sample Problem	30-page limit	1
II	Past Performance	See Note 1	1
III	Management Approach	35-page limit	1
IV	Supplemental Information	None	1
V	Data Rights	None	1
VI	Cost/Price Proposal	None	1
VII	Completed SF 33	None	1

Note 1: The total page limit for this volume will vary depending on the number of subcontractors for which the Offeror must provide past performance information. The past performance narrative for the Offeror shall not exceed six (6) pages in length. The past performance narrative for applicable subcontractors shall not exceed two (2) pages in length for each subcontractor. Therefore, the page limit for this volume shall be  $(6 + 2x)$ , where x represents the number of applicable subcontractors. For further details, see the instructions for Volume II.

Offerors are advised that the quality of information contained in a proposal is significantly more important than quantity. In this respect, Offerors shall strictly observe the page count limitations for each volume. Pages in excess of the applicable page count limit will be removed by the PCO from the back of the respective volume prior to evaluation and shall not be read or evaluated by the Government. It is not necessary to supply the maximum number of pages allowed for each volume; fewer pages may be submitted. Offerors shall organize proposal content sections using index pages with clear cross-referencing to the table of contents. All pages shall be consecutively numbered within each volume (e.g., 1,2,3,...), with the exception of the Cost/Price Volume. For the Cost/Price Volume only,

pages must be numbered consecutively within each section, but page numbering may restart at the beginning of each section.

The below content will be exempt from the page count limitations:

- Cover letter
- Table of contents
- Title pages
- Index pages
- Glossary
- 7017 Assertions List, 7028 Assertions List, Supplemental Information Statement, Commercial Restrictions List, Non-Standard or Commercial Licenses Attached to the Commercial Restrictions List (Volume V)
- 7017 Assertions List License Upgrade Option, 7028 Assertions List License Upgrade Option, Supplemental Information Statement, Commercial Restrictions List License Upgrade Option, Non-Standard or Commercial Licenses Attached to the Commercial Restrictions List License Upgrade Option, (Volume V)

When evaluating an offer, the Government may consider how well the Offeror complied with these instructions. The Government may consider any failure on the part of an Offeror to comply with these instructions to be an indication of how the Contractor will comply with contract requirements during contract performance. Therefore, the Government encourages Offerors to contact the Government Points of Contact (see Section 1.2, above) to request an explanation of any aspect of these instructions following the process outlined in Section L 1.4 above.

## 2.2 LABELING

The first page of each proposal volume shall display the information required by FAR 52.215-1(c)(2) and shall also contain the volume number, volume title, security classification level of the volume and serial/copy number. If an Offeror wishes to restrict the disclosure or use of its proposals, the Offeror shall use the legend permitted by FAR 52.215-1(e) and prominently indicate the specific pages and paragraphs that contain proprietary information. Each page of an Offeror's proposal shall be labeled with the Offeror's name, solicitation number and date corresponding to the date of the proposal.

All information relating to contract cost or pricing data shall be included only in the section of the proposal designated as the Cost/Price Proposal Volume. **UNDER NO CIRCUMSTANCES SHALL OFFERORS INCLUDE CONTRACT COST AND PRICING DATA IN VOLUMES I THROUGH V.** In the event that cost and pricing data are included in Volumes I through V, that data may be excluded from the evaluation.

## 2.3 PAGE SIZE AND FORMAT

The narrative material in each proposal shall be single-spaced, typed in 12-point Times New Roman font. Formatting, excluding charts and graphs, shall be 8 1/2 × 11 inches (standard letter size) with a minimum margin of 1 inch around the page. Text within tables, diagrams, pictorial charts, or graphic material may use no smaller than 8-point font in Times New Roman or Arial typeface.

Every section, figure, and table shall be numbered; paragraphs within sections do not need to be numbered.

Proposal material shall be formatted for double-sided pages only and in a single column on each page in accordance with FAR 52.204-4.

Submitted electronic files shall not be compressed. Included files shall be created/prepared using Microsoft Office 2010 compatible applications. Spreadsheets, worksheets, and workbooks shall be prepared and submitted in Microsoft Excel compatible format. Schedules shall be created and submitted using Microsoft Project compatible applications. Graphics, photographs, and other data beyond the capability of Microsoft Office 2010 compatible applications may be submitted in Adobe Acrobat format. Submitted electronic files shall be limited to the following extensions:

.docx Microsoft Word  
.xlsx Microsoft Excel  
.pptx Microsoft PowerPoint  
.pdf Adobe Acrobat  
.mmp Microsoft Project

Pricing information for the supplies and services solicited here shall only be included within the files containing Volume VI: Cost/Price Proposal. Inclusion of pricing information in any other volume may result in the Offeror's proposal being rejected, and the Offeror being determined ineligible for award. If doubt exists as to what constitutes pricing information, Offeror's are strongly encouraged to submit a question in accordance with Section L.1.4.

Tabloid size formatting may be used for charts and graphs where necessary to depict organization, layout, or implementation schedules. Charts and graphs shall be uncomplicated to preserve clarity. Extensive written text or tabular data, beyond that reasonably required for clarity, shall not be included in the charts and graphs. Each non-blank side of a tabloid page will count as two (2) pages for page count purposes. Entire proposal is limited to a total of 20 tabloid sheets. Tabloid sheets contained in the Cost/Price Proposal (Volume VI) do not count towards the 20 tabloid sheet limit.

## 2.4 PROPOSAL SUBMISSION

**Proposals in response to this solicitation shall be submitted to the Government no later than the time specified in Block 9 of the SF 33.** "Local time" shall refer to the time zone for Washington, DC.

The Government requests one (1) electronic copy of the Offeror's complete proposal to be sent through the DoD SAFE website : <https://safe.apps.mil>. Offerors wishing to submit a proposal in response to this notification shall notify the Government Points of Contact identified in Section 1.2, above, via email no later than three business days prior to the proposal deadline of this solicitation and no earlier than 14 calendar days prior to the proposal deadline. The subject line in the email should read as follows: "N00024-20-R-5602 PROPOSAL." The Government Points of Contact will then send the document drop off request via email through DoD SAFE website. The Offeror will receive an automated email and instructions for uploading the file(s).

Offerors shall provide their name and e-mail address as contact information so the Government can generate a pick-up request from the DoD SAFE application to be sent to the Offeror, which is valid for 14 calendar days. Offerors shall address their package with the RFP number and Offeror's company name. Offerors shall click the "Confirm Delivery" button within the DoD SAFE app in order to receive a confirmation of pick up by the Government. The DoD SAFE system records the time that files are submitted for transmission. Offerors are responsible for ensuring that they submit their proposal and generate a submittal time prior to the proposal submission date and time. In the event of a dispute of proposal time submission, the pick-up e-mail with the system generated drop off time within the body of the e-mail shall serve as the official time that the proposal was submitted to the Government. Late proposal submissions will be handled in accordance with FAR 52.215-1.

In the rare event the DoD SAFE portal is down or inaccessible, an Offeror shall immediately notify the cognizant Contracting Officer via e-mail prior to the solicitation closing date and time. The Offeror shall also contact the DoD SAFE helpdesk to register a help ticket/notice that the portal is down or inoperable prior to the closing time and date. In the rare event of a portal malfunction, arrangements must be made with the Contracting Officer cognizant for the solicitation prior to the solicitation closing date and time in order to submit a proposal electronically outside the portal. Failure to submit a complete proposal prior to the solicitation closing date and time may render the proposal late and unacceptable.

## 2.5 MAJOR AND MINOR SUBCONTRACTORS

For the purposes of this solicitation, major subcontractors are defined as any subcontractor proposed to perform 10% or more of the total proposal price under any individual contract line item. For the purposes of this solicitation, minor subcontractors are defined as any subcontractor who is not a major subcontractor.

## 2.6 SUBCONTRACTOR PROPOSALS

All subcontractors may submit proposals or supporting information directly to the Government. The prime Offeror is responsible for the timeliness of any subcontractor submissions. Failure to submit subcontractor proposals by the proposal due date may render the entire proposal, including the prime Offeror's proposal unacceptable.

## 3.0 PROPOSAL CONTENT REQUIREMENTS

Offerors shall provide the information requested in the following paragraphs in the volumes indicated. If additional information is provided in other volumes or sections, Offerors shall provide clear references to the location in the proposal where the information may be found.

An Offeror's proposal shall be sufficiently detailed to enable Government evaluation board members to make a thorough evaluation against specific factors established in Section M, and to arrive at a sound determination as to whether or not the prospective Offeror will be able to perform in accordance with the stated requirements. Discussions of each topic in the proposal shall exhibit continuity and logical progression. Data shall be organized to enable Government personnel to thoroughly evaluate the proposal. A concise, legible, neat, orderly and comprehensive proposal is required. The Government does not assume the duty to search for data to cure problems it finds in proposals. Failure to conform to all requirements of this solicitation may form the basis for rejection of the proposal.

### 3.1 VOLUME I: FACTOR 1 – TECHNICAL APPROACH

**Do not include cost or price information in this volume.** The information contained in this volume shall enable Government personnel to thoroughly evaluate and arrive at a sound determination of whether or not the proposal meets the requirements of the solicitation. To this end, this volume shall be specific, detailed, and complete enough to demonstrate clearly and fully that the Offeror understands the objectives and has a thorough understanding of the solicitation requirements for accomplishing the efforts under this solicitation and the technologies involved. Proposals may include block diagrams, flow diagrams, sketches, drawings, schematics, and interface descriptions required to describe the Offeror's proposed concept. The technical section must be sufficient to show how the Offeror proposes to comply with the Government's requirements and must include a full explanation of the methodology and procedures to be followed. The Offeror must also identify and evaluate any risks associated with the Offeror's proposed approach and propose mitigation steps to minimize the Government's risk in accepting the Offeror's proposed solution.

The Offeror must clearly state any and all assumptions made in developing the proposed solution. Attachment J-02 provides a complete list of all Government Furnished Information (GFI) that the Government intends to provide under this contract. The Offeror shall not assume the use of any GFI not listed in Attachment J-02. The Technical Approach Volume shall address the following elements:

Element A:	Manufacturing/Production Plan
Element B:	Configuration Management Plan
Element C:	Sample Problem
Element D:	Personnel

#### 3.1.1 ELEMENT A: MANUFACTURING/PRODUCTION PLAN

The Offeror shall demonstrate specific knowledge, experience, and capability to perform all tasks outlined in the Section C SOW in accordance with this RFP. The Offeror shall provide a Manufacturing/Production plan with Integrated Master/Management Schedule (IMS) that demonstrates the Offeror's ability to produce SSDS MK2 system hardware. The Manufacturing/Production plan and/or IMS shall be based upon the technical documentation provided herein as Attachment J-02 and TDPs posted in the Bidder's Library and the content below:

- a. Provide solutions for possible technical challenges and recommend approaches to solving those challenges such as production defects and early defect containment.

- b. Provide a description of the Offeror's supply chain management system(s), including acquisition of material, material control, and inventory management in accordance with the TDPs and Critical Item Development Specifications (CIDS).
- c. Provide, by name, all subcontractors or suppliers the Offeror plans to partner or team with.
- d. Contain sequence and schedule of events at contractor and subcontractor levels that define use of materials, fabrications flow, test equipment, test software, tools, facilities, inspections, and personnel.
  - 1. Manufacturing capabilities must show the degree of applicability, levels of technology, adaptability, innovation, production capacity, quality, or other pertinent characteristics found in the Offeror's manufacturing and fabrication capabilities and manufacturing processes.
  - 2. Provide production line and test line capacity cycle time to determine the potential impact on production efficiency, bottlenecks, lot sizes, or other factors related to the quantity, quality, and speed of production and testing.
- e. Include major process activities and production metrics in the manufacturing/production plan and IMS to meet production requirements that satisfy quality and meet required delivery dates.
- f. Address the development, integration, configuration management, and use of software/firmware within all applicable hardware items.
- g. Discuss production facility capacity and list any special facilities required to implement the manufacturing plan.
- h. Identify any facility upgrades required to manufacture SSDS Hardware in accordance with the TDPs.
- i. Discuss experience within the last 3 years directly related to the production of hardware based upon the use of Government furnished Level III TDPs and compliance with MIL-STD 31000B.
- j. The Offeror shall submit a detailed Bill of Material (BOM) for one shipset under CLIN 0001. The BOM shall not be priced. The Offeror's BOM shall demonstrate a complete technical understanding of the SSDS MK2 TDPs. The BOM shall be provided in Supplemental Information in Volume IV and will not be included in the page count.
- k. Specifically discuss the requirements for production acceptance and delivery of SSDS Hardware in accordance with the TDP.
- l. Provide a draft of CDRL A017, DMSMS Health Status Report, to identify any End of Life (EOL) items in the TDP.

The IMS and DMSMS Health Status Report shall be submitted as supplemental information in Volume IV as an appendix to the Manufacturing/Production Plan.

### **3.1.2 ELEMENT B: CONFIGURATION MANAGEMENT PLAN**

The Offeror shall demonstrate specific knowledge, experience, and capability to perform all the tasks outlined in the SOW in Section C. The Offeror shall explain its approach to manage engineering changes and update production requirements as part of the configuration management process outlined in the Section C SOW.

- a. The Offeror shall discuss the Offeror's plan to support the Government-chaired configuration management process as defined in Section C, including engineering changes and variances in a change management approach. The discussion should address both changes requested by the Offeror, and changes required by the Government.
- b. The Offeror shall provide a Configuration Management Plan that addresses the end to end configuration control for SSDS MK2 system equipment and at a minimum shall include:
  - 1. Configuration Mechanisms such as Configuration Control Boards (CCBs).
  - 2. Change Documentation such as Engineering Change Proposals (ECPs) and Request for Variance (RFVs).
  - 3. Configuration Status Accounting.
  - 4. Implementation of Government Approved Change(s) from identification of change to production implementation
  - 5. Strategy and plan to proactively mitigate obsolescence.
  - 6. DMSMS processes and propose actions in terms of effectiveness in mitigation of DMS impacts to lifecycle support of the equipment produced on this contract.

7. Change Control and Configuration Management processes for systematic, well-managed approaches to design changes, adaptations, and varied ship system configurations.
- c. The Offeror shall provide their proposed approach to detection and avoidance of counterfeit materials installed in equipment covered by this contract.

### 3.1.3 ELEMENT C: SAMPLE PROBLEM

The Sample Problem represents the type and complexity of work likely to be required of the Offeror during contract performance. The Offeror shall demonstrate the ability to concurrently execute multiple efforts required to meet sample problem requirements. The Offeror shall provide a Traceability Matrix for the below Sample Problem and shall address items 1 through 10, as appropriate, and cross reference the applicable SOW paragraphs, RFP instructions, CDRLs, and technical documentation.

#### **Sample Problem – Proposed Diminishing Manufacturing Sources and Material Shortages (DMSMS) Design Solution**

The ALTERED ITEM, SWITCH MODULE, THEMIS (Mellanox Switch), is a component in both Auxiliary Processing Cabinets (APCs) and is being phased out of production (e.g. going End Of Life (EOL)). A total of two (2) Mellanox switches are required in each APC cabinet. The Offeror shall identify and develop a DMS replacement solution for the Mellanox switch. The EOL component is part/drawing number 8600906-910 and is found on using Attachment J-02, Tab 1. Assume that this sample problem is concurrent with ongoing production efforts.

The Offeror shall specifically describe technical efforts required to develop, integrate, and manage the implementation of the solution. Discussion shall include impacts to the related NAVY system, and approach to maintain compliance to the form, fit, and function requirements of the Attachment J-02 TDP.

1. The Offeror's Basis of Estimates shall be detailed to allow for the Government to evaluate the Offeror's knowledge of work requirements and reference historical examples where the Offeror accomplished similar efforts. This information shall not contain any cost information, but shall reflect Basis of Estimates (BOE) including Level of Effort estimates.
  - a. The efforts shall be broken down to the Work Breakdown Structure and labor categories proposed.
  - b. The BOE shall include all subcontracted efforts with their applicable sub totals for the resultant contract.
  - c. Provide a Bill of Material (BOM) which will identify all changed hardware items by part name, part number, quantity, and vendor in its proposed system.
2. Provide a labor and skill mix for this Sample Problem on CLIN 0003 Engineering Services
3. Provide a detailed Integrated Master Schedule and supporting documentation to account for all tasks which shall:
  - a. Identify all critical events, to include procurements, design reviews, testing, deliveries of hardware, software, and documentation;
  - b. Discuss causes of possible schedule slips and contingency plans; and
  - c. Identify the "critical path"
4. Describe interaction with the Navy during the task being discussed, including:
  - a. Program Reviews
  - b. Program Office interface
  - c. NAVSEA Contracts Directorate personnel
  - d. DCMA representatives
  - e. Technical Design Agent (TDA)
  - f. Navy on-site support
  - g. Software Design Agent (Combat System Engineering Agent (CSEA))
5. Discuss approaches used in performance of the Statement of Work to:
  - a. Identify issues;

- b. Take corrective actions;
  - c. Ensure contractual compliance;
  - d. Control cost growth; and
  - e. Maximize use of readily available technical solution(s).
- 6. Describe how ship-specific issues will be addressed in system design.
- 7. Describe the execution of Configuration Management (CM) responsibilities down to the Configuration Items (CI), as it relates to the sample problem.
  - a. Describe CM of TDPs
  - b. Demonstrate an understanding of the Government Data Management processes and interaction with Government personnel and infrastructure.
  - c. Clearly describe how to address a Government directed change versus a contractor initiated change.
- 8. Provide a description of the processes to be used for designing in high Reliability, Maintainability, and Availability (RMA), and how best to allocate these requirements in the system.
  - a. The Offeror shall describe how diagnostic design will analyze failure modes and effects on critical system functions.
  - b. The Offeror shall describe how the RMA information will be communicated at the expected educational levels and maintenance skills of fleet operators.
- 9. The Offeror shall not include cost data in this section but must address life cycle cost impacts such as price scale factors, labor hours, combined efforts such as depot maintenance, and other factors impacting life cycle cost.
- 10. The Offeror shall address the pedigree of the proposed items including use on other systems, level of integration and testing conducted, Manufacturing Readiness Level (MRL) self-assessment, and Technology Readiness Level (TRL) self-assessment.

### **3.1.4 ELEMENT D: PERSONNEL**

- a. **Staffing Plan:** The Offeror shall complete and provide Attachment J-13, Staffing Plan and Key Personnel Resumes in Volume IV Supplemental Information (excluded from page count), that demonstrates how the Offeror will provide staffing in order to fulfill all requirements of the SOW. The Notional Labor Category Mix chart below is the Government's recommended labor mix. The Notional Labor Category Mix chart lays out the categories for work to be performed under this solicitation. The personnel being proposed shall meet the minimum requirements as specified in Attachment J-05 at the time of proposal submission.

The Offeror shall:

- 1. Propose a Staffing plan that is consistent with the Offeror's technical approach, as described in Volume I.
  - 2. Propose a Staffing plan that is clearly traceable to the Cost/Price Proposal Volume (Volume VI). The Government estimated labor mix for Level of Effort (LOE) contract line items is provided below. The Offeror shall propose each LOE CLIN using the Government estimated hours in the Notional Labor Category Mix chart for each Fiscal Year unless adequately justified in accordance with paragraph (c) below.
  - 3. Propose a Staffing Plan that clearly identifies the labor skill mix (i.e., junior, mid-level, and senior personnel) for each labor category identified, and this mix must align with the Cost Volume.
  - 4. Identify any implementation risks and propose steps to mitigate these risks. In addition, provide an explanation (if used previously) of whether the techniques and methods identified for risk mitigation have been successfully used by the Offeror.
  - 5. Propose a ramp up schedule of personnel. Provide a timeframe when staffing actions will be completed to fully support the contract.
- b. **Key Personnel:** The Offeror shall use Attachment J-05, Key Personnel Definitions, which includes the Government's Key Personnel labor categories to assist in the development of the Sample Staffing Plan,

Attachment J-13. The Offeror shall provide a resume under Volume IV, Supplemental Information, for each individual identified as Key Personnel. For any proposed Key Personnel who do not currently work for the Offeror or subcontractor, the Offeror shall provide documentary evidence of the individual's availability to support these requirements (e.g., work agreements, contracts, or letters of intent).

The Offerors shall only propose Key Personnel resumes for individuals that, at the time of proposal submission the Offeror has a good faith expectation of providing at award. The qualifications listed in each individual proposed key personnel resume, not the specific individual, are the materially relevant aspects of the proposed key personnel partially forming the basis of award under the clause entitled C-237-H002, Substitution of Key Personnel. Therefore, even if a proposed key individual becomes unavailable to the Offeror between proposal submission and award, the Government will evaluate and make its award decision based on the qualifications listed on the proposed resume(s). When the Government awards a contract under those circumstances, the Government will require the awardee to use the qualifications listed on the relevant proposed key personnel resume as the basis for replacing that individual during contract performance. The Offeror shall make no substitution of key personnel without prior notification to and concurrence of the Contracting Officer.

- c. The Government recommends the use of the Notional Labor Category Mix chart below in configuring the proper mix for each LOE CLIN. The Offeror can deviate from the number of labor hours by labor category chart below, but must remain within the 58,800 hours per option year, but the Offeror shall provide a narrative for each of the CLINs being deviated to support the proposed mix and explain how the deviated mix meets the requirements. However, the Offeror shall not deviate from the labor categories listed below and the skill level requirements provided in Attachment J-05. The Offeror shall also use the Position Title as listed in Attachment J-05. If the Offeror has a different labor category or position title, the Offeror shall use the closest category/position title provided by the Government. For evaluation purposes, a man-year is defined as 1920 hours.

NOTIONAL LABOR CATEGORY MIX (X003 SERIES CLINS)

Labor Category	LOE Labor hours per year
Senior Program Manager (Key Personnel)	480
Senior Program Management/Support	240
Mid-Level Program Management/Support	4,320
Junior Program Management/Support	2,880
Senior Production - Operations Manager (Key Personnel)	480
Mid-Level Supply Chain Manager (Key Personnel)	480
Senior Engineer	3,840
Mid-Level Engineer	11,520
Junior Engineer	5,280
Senior Testing/Quality Control	1,920
Mid-Level Testing/Quality Control	6,720
Junior Testing/Quality Control	3,360
Field Services Technician	8,640
Manufacturing Technician	8,640

The Offeror shall provide a mapping of any company-specific labor categories it, or one of its Subcontractors, proposes in the Staffing Plan to these Government labor categories. This mapping shall include a description, similar in detail to the Government labor categories, of the requirements/qualifications associated with each company-specific labor category contained in the Offeror's Staffing Plan, including company-specific labor categories proposed by subcontractors. Mapping shall be clearly described in the Staffing Plan.

### 3.2 VOLUME II: FACTOR 2 – PAST PERFORMANCE



### 3.2.1 PAST PERFORMANCE NARRATIVE REQUIREMENTS FOR PRIME OFFERORS

**Do not include cost or price information in this volume.** In the Past Performance Volume, the Offeror shall demonstrate through its past performance on efforts of similar size, scope, and complexity that the Offeror will be able to perform the requirements outlined in this solicitation. The information submitted shall not exceed six (6) pages in length, and should discuss at least three (3) recent and relevant contract efforts. The Offeror shall clearly describe how each prior contract effort is recent and relevant in terms of period of performance, similarity of product/service/support to this solicitation, complexity, dollar value, contract type, use of key personnel (for services), and extent of subcontracting/teaming.

The Offeror shall provide information that depicts its depth of past performance and qualification under contracts that have helped to establish its management and technical capability for the scope of work and variety of skill categories and manning levels proposed to perform work consistent with the size and scope of this requirement. The Offeror shall place particular emphasis on both recent and relevant current Navy efforts.

Recent past performance is defined as past performance occurring within the last three years, calculated from the due date for receipt of proposals. For each contract cited as recent and relevant past performance, the Offeror shall provide:

- a. Contract Number/Task Order Number
- b. Contract Type
- c. Requiring Activity/Program Office
- d. Program Name
- e. Total Contract Value
- f. Period of Performance
- g. Contact details for the Contracting Officer, including: (a) name, (b) phone number, and (c) email address.
- h. Contact details for the Contracting Officer's Representative, including: (a) name, (b) phone number, and (c) email address.
- i. Contact details for the Program Manager, including: (a) name, (b) phone number, and (c) email address.
- j. Data regarding performance against Small Business Subcontracting Plan goals. If a Small Business Subcontracting Plan was incorporated in the contract (see FAR 52.219-9):
  1. The stated goal--expressed in terms of total percentage of total planned subcontracting dollars--for the use of small business.
  2. The actual performance--expressed in terms of total percentage of total planned subcontracting dollars--for the use of small business.
  3. The stated goal--expressed in terms of total percentage of total planned subcontracting dollars--for the use of veteran-owned small business.
  4. The actual performance--expressed in terms of total percentage of total planned subcontracting dollars--for the use of veteran-owned small business.
  5. The stated goal--expressed in terms of total percentage of total planned subcontracting dollars--for the use of service-disabled veteran-owned small business.
  6. The actual performance--expressed in terms of total percentage of total planned subcontracting dollars--for the use of service-disabled veteran-owned small business.
  7. The stated goal--expressed in terms of total percentage of total planned subcontracting dollars--for the use of HUBZone small business.
  8. The actual performance--expressed in terms of total percentage of total planned subcontracting dollars--for the use of HUBZone small business.
  9. The stated goal--expressed in terms of total percentage of total planned subcontracting dollars--for the use of small disadvantaged business.
  10. The actual performance--expressed in terms of total percentage of total planned subcontracting dollars--for the use of small disadvantaged business.
  11. The stated goal--expressed in terms of total percentage of total planned subcontracting dollars--for the use of women-owned small business.
  12. The actual performance--expressed in terms of total percentage of total planned subcontracting dollars--for the use of women-owned small business.

- k. A past performance narrative addressing the following:
1. Description of work performed and how the scope of the Contract/Task Order identified relates to the requirements described in the Statement of Work in regards to size and scope.
  2. The Offeror's past performance in fulfilling critical requirements and processes and its ability to understand and resolve technical risk issues within its organizational structure, including interaction with its subcontractors.
  3. The Offeror shall discuss its past performance in meeting contract delivery schedules.
  4. The Offeror shall discuss past performance in managing the configuration of systems similar to the size and complexity of the system contracted-for here.
  5. As required by DFARS 215.303(c)(i), the Offeror shall provide information on its past performance demonstrating compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

### **3.2.2 PAST PERFORMANCE NARRATIVE REQUIREMENTS FOR PROPOSED SUBCONTRACTORS**

The Offeror must also submit the past performance information required by paragraph 3.2.1, above, for each proposed major subcontractor. The information submitted for each subcontractor shall not exceed two (2) pages in length, and shall discuss at least one (1) recent and relevant contract effort.

### **3.2.3 PAST PERFORMANCE EVALUATIONS MAY CONSIDER INFORMATION FROM OTHER SOURCES**

The Government may use past performance information obtained from sources other than the sources identified by the Offeror, and the information obtained may be used for the responsibility determination (see FAR part 9) and the adjectival rating for the past performance factor.

## **3.3 VOLUME III: FACTOR 3 – MANAGEMENT APPROACH**

**Do not include cost or price information in this volume.** The Offeror shall describe their approach and ability to effectively manage all efforts required by this solicitation. This volume shall address the following elements:

Element A: Management Plan  
Element B: Management Process  
Element C: Small Business

### **3.3.1 ELEMENT A: MANAGEMENT PLAN**

The Offeror shall not submit the entire Management Plan with the proposal, but only provide a proposed approach in detail for the items below. The Offeror shall provide the following:

- a. Organizational Structure and Chart: This shall include details on the positions of authority, responsibility for identifying and resolving problems, and communication flow on the management of the overall work with Subcontractors, PEO IWS, other Department of Navy warfare centers, and other third-party organizations (i.e. Original Equipment Manufacturers).
- b. An elaboration of Parent Corporation, company, subsidiary relationships and subcontractors (see FAR Subpart 9.6).
- c. A geographic location of all program related organizational units, highlighting all areas/facility locations that will be performing the effort anticipated from the resultant contract.
- d. An identification of any changes to current organizational and operating procedures that will be made to implement this program.
- e. A discussion of the Offeror's ability to move people onto and off tasks, and between tasks as tasks start and stop over time.
- f. Provide the proposed management approach to operating the overall contract work under a coherent and collaborative management teaming structure. Describe how the approach eliminates stove-pipe efforts, including efforts with Government activities (such as Department of the Navy Warfare Centers).

- g. Data Management: Demonstrate experience with Contractor data management, and the ability to provide the Government team with timely and easy to locate documents. Explain how the Offeror would share information with the Government and other designated Contractors.
- h. Facilities: The proposal shall demonstrate that the Offeror has adequate design, development, testing, and manufacturing capability and capacity for successful performance of all described requirements, including system and engineering support facilities and manufacturing facilities in accordance with the Bidder's library documentation.  
The Offeror's proposal shall:
  - i. Describe its facilities for the physical inspection and storage of incoming materials and vendor supplied items; production, fabrication, and assembly; performing critical processes and procedures; and development, production test, and inspection.
  - ii. Describe the layout of space, provide a diagram of its facilities for this specific program, and assure the availability of the facilities to meet the Government's requirements.
  - iii. State whether the facilities are leased or owned. If leased, the Offeror must provide copies of all pertinent lease(s).
- i. Contract Kick-off plan: The Offeror shall provide a Contract Kick-off plan that defines how the Offeror will be performing the requirements of the Statement of Work within 14 calendar days after contract award. The transition plan shall address how the Offeror shall begin execution of Statement of Work requirements within this 14 day window. This shall include assumptions, schedule, facility start-up, staffing, technical requirements, training, and documentation requirements.
- j. Production Plan Rationale: The Offeror shall define its capabilities with respect to its manufacturing capacity (including production, rework and surge capabilities/capacities); define its method to monitor, identify, control and rectify schedule slippage to meet production requirements; define its sustained production level and capability to adapt to increased/decreased quantities in production; and, define its approach to developing and producing modification kits to the designed system to meet individual ship configuration variants.
- k. Proposed method or process for documenting, reporting, and tracking failure data as well as defect containment will be evaluated.

### **3.3.2 ELEMENT B: MANAGEMENT PROCESS**

**Do not include cost or price information in this volume.** This volume shall address the following topics, or elements:

#### **3.3.2.1 RISK MANAGEMENT**

The Offeror shall provide an approach to manage risk throughout contract performance, and identify and define the scope of risks (Technical, Schedule, Cost, and Resource) to be tracked as a means of risk mitigation.

#### **3.3.2.2 SUBCONTRACT MANAGEMENT**

- a. General Approach: The Offeror shall provide the following:
  - 1. The methods used to monitor and report the work of all Subcontractors.
  - 2. Detailed tasks and percentage of total scope that are proposed to be fulfilled by Subcontractor(s).
  - 3. Description of the qualifications and experience of the proposed Subcontractor(s) as related to the task or tasks to be performed.
  - 4. Description of how the Subcontractor's efforts will be managed to ensure successful completion of the SOW requirements on time and within budget. Discussion should include contractual arrangements, qualification requirements, selection processes, contingency plans, management interactions, and risk mitigation in the event of Subcontractor turnover during the period of performance.
- b. Teaming Plan: The Offeror shall provide a teaming plan and workload distribution as it relates to the Offeror's team. The proposed Teaming Plan shall include the following information.

1. Teaming Management Plan (includes Subcontractor(s) efforts)
  2. Proposed distribution of workload between the prime contractor and subcontractor.
  3. Problem Notification/Resolution and recommendations for improved efficiencies
  4. Cost control process of Subcontractor(s)
  5. Delivery acceptance process
  6. Payment tracking system
- c. Teaming Agreements: The Offeror shall submit teaming agreements or other evidence of commitment by Subcontractors to support the successful Offeror's team as part of Volume IV, Supplemental Information. Failure to submit this evidence of commitment by named Subcontractors, or failure to name Subcontractors, may be deemed by the Government to present a significant risk to the Offeror's ability to perform the work required under this solicitation. In addition, it should be noted that the Government views certain Subcontractor arrangements as carrying potential risk. Prime/Subcontractor "guaranteed work share" arrangements could potentially hinder performance over the course of the period of performance with the uncertainties evolving through advanced development.

### 3.3.3 ELEMENT C: SMALL BUSINESS

The Offeror shall provide detailed information regarding the extent of participation of proposed small businesses, specifically what effort will be performed by the proposed small businesses, along with details regarding the basis for the selection of the proposed small businesses. Offerors shall provide sufficient information to demonstrate that the tasks assigned to the selected Small Business Subcontractors are meaningful in the overall success of the program and also broaden the Subcontractor's technical capability. The Offeror shall describe the extent to which the Offeror is committed to use such Small Businesses, and the extent of participation of such firms in terms of the value of the total proposal.

## 3.4 VOLUME IV: FACTORS 1 & 3 SUPPLEMENTAL INFORMATION

**Do not include cost or price information in this volume.** The Government intends for each Volume to be a targeted discussion of the Offeror's proposed approach to perform each of the CLINs. However, while each Volume may require attachments and other contract-wide documents, the Offeror shall include these as attachments in Volume IV as mentioned in the following subparagraphs or elsewhere in this solicitation.

### 3.4.1 SUPPLEMENTAL INFORMATION CONCERNING TEAMING AGREEMENTS (FACTOR 3)

Offerors shall submit Key Personnel letters of intent or other evidence of commitment by Subcontractors to support the Offeror's team.

### 3.4.2 KEY PERSONNEL RESUMES (FACTOR 1)

The Offeror shall list the proposed Key Personnel reflected in Volume I, Technical Approach and Volume VI, Cost/Price Proposal. All Key Personnel must possess a secret security clearance no later than 60 days after contract award. All other Key Personnel attributes are desired and are listed in the desired attributes column (Column D) of Attachment J-05. Offerors shall provide one resume for each person the Offeror proposes to fulfill the positions identified as key. Resumes for these Key Personnel shall be in the Offeror's format, not to exceed two pages in length each. At a minimum, Offerors shall identify:

- a. Individual's name
- b. Labor category, in addition to the general category established by this solicitation, Offerors shall include the individual's more detailed job title/position
- c. Years of professional experience and time in present position
- d. Requirements that individual will be supporting (including percent of time assigned to applicable RFP CLINs for this effort)
- e. Years of experience working with US Navy Combat Systems equipment development
- f. Experience/Work history (include prior assignments)
- g. Highest degree attained

- h. Degree area (include date(s), degree(s), and identify the college or university from which the degree(s) were received)
- i. Security Clearance
- j. List the company that the individual is employed by as well as the employee's location
- k. Number of labor-hours proposed for the individual for each year

### **3.4.3 STAFFING PLAN (FACTOR 1)**

This section shall include the proposed Staffing Plan reflected in Volume I, Technical Approach and be clearly traceable to Volume VI, Cost/Price Proposal. A sample format is provided in Attachment J-13. Specifically, the Staffing Plan shall identify the following:

- a. Individual's Name
- b. CLIN Number
- c. Labor category
- d. Skill Mix
- e. Proposed Position Title (as defined in Attachment J-05)
- f. Company Name
- g. Labor Hours Proposed
- h. Percent Total Time Dedicated to Contract
- i. Years of applicable military experience (as date of proposal)
- j. Years of relevant professional experience (as date of proposal)
- k. Highest degree
- l. Degree Area
- m. Security Clearance Level

Unidentified Positions in the Staffing Plan (Non-Key Personnel Only): In the event the Offeror has not identified a firm candidate for a proposed position(s), that position(s) shall still be addressed within the Offeror's Staffing Plan. While unidentified positions are permitted, numerous unidentified positions may be indicative of an inadequate Staffing Plan. For unidentified staff, Offerors shall:

- a. Include the word, "Pending" in lieu of an individual's name.
- b. CLIN Number
- c. Labor category
- d. Skill Mix
- e. Proposed Position Title (as defined in Attachment J-05)
- f. Company Name
- g. Labor Hours Proposed
- h. Percent Total Time Dedicated to Contract
- i. Years of relevant professional experience (as date of proposal)
- j. Highest Degree
- k. Degree Area
- l. Security Clearance Level

### **3.4.4 BILL OF MATERIAL (BOM) (FACTOR 1)**

The Offeror shall submit a detailed Bill of Material (BOM) for one shipset under CLIN 0001. The BOM shall not be priced. The Offeror's BOM shall demonstrate a complete technical understanding of the SSDS MK2 TDPs.

### **3.4.5 INTEGRATED MASTER SCHEDULE (FACTOR 1)**

The Offeror shall submit an IMS as an appendix to the Manufacturing/Production Plan.

### **3.4.6 TECHNICAL PROPOSAL CROSS-REFERENCE MATRIX**

The Offeror shall submit a Cross-Reference Matrix (CRM) for the Technical Volume, similar to the example below, to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the Offeror's

proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The Offeror's CRM may be identical to the example below or revised such as to add columns to indicate the page number on which information may be found, identify where other relevant information in the proposal is located, or provide other comments. The CRM does not count against any of the proposal page limitations.

#### EXAMPLE OF A CROSS REFERENCE MATRIX (CRM)

Government SOW	Offeror's Proposal Reference	CLIN Reference
Section C, 3.1	<Provide reference to the page/paragraph in the Offeror's Proposal>	0001

### 3.4.7 DMSMS HEALTH STATUS REPORT (FACTOR 1)

The Offeror shall submit a DMSMS Health Status Report to identify any EOL items in the TDP as a draft CDRL A017 as an appendix to the Manufacturing/Production Plan.

## 3.5 VOLUME V: FACTOR 4 - DATA RIGHTS

The Offeror shall describe the extent to which proprietary or otherwise limited or restricted components, subsystems, interfaces, and software are used. For rights in Technical Data/Computer Software/Computer Software Documentation (TD/CS/CSD), the Contractor shall explain the degree to which the proposal provides the level of technical data rights (commercial and noncommercial) and rights in computer software that will enable the Navy to sustain the operation, maintenance, repair, overhaul, modernization, and upgrade of the SSDS Combat System (CS) Element throughout its lifecycle and allow for open and competitive procurement to include maintainability, reparability, and re-procurement. If an Offeror proposes to deliver any commercial or noncommercial TD/CS/CSD with less than Government Purpose Rights (GPR), the Offeror shall describe the impact on the Government's ability to use, modify, release or disclose such TD, CS, or CSD. The use of proprietary algorithms, designs, processes or interfaces shall be described. The Offeror shall provide justification and rationale for all intellectual property and data rights assertions.

**Do not include cost or price information in this volume.** Any pricing associated with enhanced data rights shall be provided in Volume VI. The Government desires at least Government Purpose Rights (GPR) license, as defined at DFARS 252.227-7013 and -7014, in all non-commercial technical data and computer software. The Offeror shall describe how it will support the Government's desired level of license rights. The Offeror shall provide the documentation required in the following subparagraphs.

In the event an Offeror (including its sub-Offerors or suppliers, or potential sub-Offerors or suppliers, at any tier) proposes to deliver any commercial or noncommercial TD/CS/CSD with less than such license rights as desired by the Government, the Government will evaluate the adverse impact on the Government's ability to use, modify, release, or disclose such TD, CS, or CSD. Further, the Government will consider the adverse impact of less than the license rights desired by the Government in the best value determination. The data rights license offered shall be incorporated into the successful Offeror's contract upon award. The Offeror shall provide the following information as attachments to its offer.

### 3.5.1 RIGHTS IN NONCOMMERCIAL TD, NONCOMMERCIAL CS, AND NONCOMMERCIAL CSD

#### 3.5.1.1 7017 ASSERTIONS LIST

The Offeror (including its sub-Offerors or suppliers, or potential sub-Offerors or suppliers, at any tier) shall provide Attachment J-06A, all noncommercial TD, CS, and CSD that it asserts will be delivered with other than an unlimited rights license. Specific instructions and requirements concerning this list are set forth in the DFARS 252.227-7017 provision incorporated in Section K of this solicitation. If the Offeror does provide assertions, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate and validate the listed assertions. Additionally, if there is no TD, CS, or CSD to be identified in the 7017 list, the Offeror shall submit the list and

enter "None" in the body of the list. If the Offeror is awarded a contract, the 7017 List shall be incorporated into the contract as Attachment J-06A.

For those items in Attachment J-06B where less than the Government's desired level of license rights (identified under Section M) are being provided, the Government requests, but does not require, that the Offeror provide a Data Rights License Upgrade Option (CLIN 0009) and list any TD, CS, and/or CSD for which the Government may obtain the desired level of license rights. If the Offeror is proposing such a Data Rights License Upgrade Option under CLIN 0009 then the Offeror shall also provide a second 7017 Assertions List with the assertions applicable to the CLIN. If awarded a contract, this second 7017 list shall also be incorporated into the contract as Attachment J-06B.

### **3.5.1.2 7028 ASSERTIONS LIST**

The Offeror (including its sub-Offerors or suppliers, or potential sub-Offerors or suppliers, at any tier) shall provide Attachment J-07A, all noncommercial TD, CS, and CSD that it intends to deliver with other than an unlimited rights license and that are identical or substantially similar to noncommercial TD, CS, or CSD that the Offeror has delivered to, or is obligated to deliver to, the Government under any contract or subcontract. Specific instructions and requirements concerning this list are set forth in the DFARS 252.227-7028 provision incorporated in Section K of this solicitation. If the Offeror does provide assertions, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate and validate the listed assertions. Additionally, if there is no TD, CS, or CSD to be identified in the 7028 list, the Offeror shall submit the list and enter "None" in the body of the list. If the Offeror is awarded a contract, the 7028 List shall be incorporated into the contract as Attachment J-07A.

For those items in Attachment J-07B where less than the Government's desired level of license rights (identified under Section M) are being provided, the Government requests, but does not require, that the Offeror provide a Data Rights License Upgrade Option (CLIN 0009) and list any TD, CS, and/or CSD for which the Government may obtain the desired level of license rights. If the Offeror is proposing such a Data Rights License Upgrade Option under CLIN 0009 then the Offeror shall also provide a second 7028 Assertions List with the assertions applicable to the CLIN. If awarded a contract, this second 7028 list shall also be incorporated into the contract as Attachment J-07B.

### **3.5.1.3 SUPPLEMENTAL INFORMATION STATEMENT**

If the Offeror (including its sub-Offerors or suppliers, or potential sub-Offerors or suppliers, at any tier) proposes to submit any noncommercial TD, CS, or CSD that should be delivered with a specifically negotiated license rights license (as discussed at DFARS 252.227-7013 or 252.227-7014), the Offeror shall submit Attachment J-08A with a statement entitled "Supplemental Information- Noncommercial Technical Data, Noncommercial Computer Software, Noncommercial Computer Software Documentation." The statement shall provide a complete description of the Government's ability to use, modify, release, perform, display, or disclose such TD, CS, or CSD. In addition, the Offeror shall provide the underlying executed licenses agreements for that TD, CS, or CSD. Any statement provided will be incorporated into the contract as Attachment J-08A.

For those items in Attachment J-08B where less than the Government's desired level of license rights (identified under Section M) are being provided, the Government requests, but does not require, that the Offeror provide a Data Rights License Upgrade Option (CLIN 0009) and list any TD, CS, and/or CSD for which the Government may obtain the desired level of license rights. If the Offeror is proposing such a Data Rights License Upgrade Option under CLIN 0009 then the Offeror shall also provide a second statement with the assertions applicable to the CLIN. If awarded a contract, this second statement shall also be incorporated into the contract as Attachment J-08B.

## **3.5.2 RIGHTS IN COMMERCIAL TD, COMMERCIAL CS, AND COMMERCIAL CSD**

### **3.5.2.1 COMMERCIAL RESTRICTIONS LIST**

The Offeror shall provide Attachment J-09A, entitled "Commercial Technical Data, Commercial Computer Software, and Commercial Computer Software Documentation-Government Use Restrictions" (the Commercial

Restrictions List), that the Offeror (including its sub-Offerors or suppliers, or potential sub-Offerors or suppliers, at any tier) intends to deliver with other than an unrestricted rights license. The list shall include: (1) identification of the TD, CS, or CSD; (2) basis for asserting restrictions; (3) asserted rights category; and (4) name of the person asserting restrictions. For any item designated as NDI, the Offeror shall provide details of the Agency and level therein that paid for development and the contract number(s) and dates wherein payments were received. For each entry in the list citing an asserted rights category other than the standard license rights applicable to commercial TD and CSD as set forth in the DFARS 252.227-7015 clause, the Offeror shall provide a complete and accurate summary of the asserted rights license (e.g., a specifically negotiated license, or the license customarily offered to the public). If there is no information to be included in the Commercial Restrictions List, the Offeror shall submit the list and enter "None" in the body of the list. If the Offeror is awarded a contract, the Commercial Restrictions List shall be incorporated into the contract as Attachment J-09A.

If the Offeror is proposing a license upgrade option under CLIN 0009, then the Offeror shall also provide a Commercial Restrictions List with the restrictions applicable to the CLIN. If awarded a contract, this Commercial Restrictions List shall also be incorporated into the contract as Attachment J-09B.

Offerors shall provide a written summary and analysis of how the proposed commercial licenses in TD, CS, and/or CSD will affect the unimpeded, innovative, and cost effective operation, maintenance, repair, overhaul, modernization, and upgrade of the SSDS Combat System (CS) Element throughout its lifecycle, and allow for the open and competitive procurement of SSDS requirements.

### **3.5.3 OPTION TO PURCHASE GOVERNMENT'S DESIRED LEVEL OF LICENSE RIGHTS (IDENTIFIED UNDER SECTION M) ITEM 0009**

For those items where less than the Government's desired level of license rights are being proposed, the Offeror shall list any TD, CS, and/or CSD for which the Government may purchase the desired level of license rights. If the Offeror is awarded a contract, the lists if provided, will be incorporated into the contract as Attachments J-06B, J-07B, J-08B, and J-09B as outlined above. **Do NOT include cost or price information for this list under this volume.** Any pricing associated with enhanced data rights shall be provided in Volume VI.

### **3.6 VOLUME VI: FACTOR 5 – COST/PRICE PROPOSAL**

It is imperative that all electronic pricing spreadsheets submitted under this volume contain functioning, visible, spreadsheet formulas. The Offeror shall ensure that all pricing spreadsheets are properly linked and summarized, and capable of being searched, reproduced, and manipulated. All cells containing derived data shall be presented together with the formulas used to derive the data present and functional. Further, all submitted MS Excel files shall be linked to allow for adjustments during cost analysis. Simple, hard-coding of numbers is not acceptable. Spreadsheet cells may not be linked to cells in other workbooks (i.e., separate files). Failure to comply with this requirement may render the proposal unacceptable.

The Government will perform a cost realism analysis of each Offeror's proposed costs for all Cost type reimbursement CLINs. The burden of cost credibility rests with the Offeror to demonstrate the realism of its proposed costs; as such, the Offeror must submit substantiating data for every major cost element it proposes (e.g., direct labor rates and hours, material, fringe rate, overhead rate, G&A rate, subcontract costs, etc.) for CLINs X003, 0004 and 0006.

While the Government reserves the right to rely on other relevant, reliable data in its cost realism analysis of each Offeror's proposed costs, each Offeror must submit sufficient substantiating data to demonstrate the realism of each of its proposed major cost elements. If an Offeror fails to provide any of the specifically requested substantiating cost information, the Government may find the Offeror ineligible for award. Moreover, providing insufficient information to substantiate the realism of an Offeror's proposed costs may result in a cost adjustment, an assessment of increased proposal risk, and/or a determination that the Offeror is ineligible for award.

The Offeror's proposal should represent its best efforts to respond to the solicitation. The burden of proof as to cost/price credibility rests with the Offeror. Unrealistically low prices may indicate an inability to understand requirements and a high risk approach to contract performance. Moreover, inconsistencies between cost and pricing



information submitted by the prime and cost and pricing information submitted by a subcontractor may indicate a performance or cost risk based on unclear subcontracting agreements or a lack of communication amongst an Offeror's team. Accordingly, the Government may consider such inconsistencies in evaluating an Offeror's ability to perform and the cost risk of its approach.

Volume VI may not discuss the Offeror's proposed technical approach, except as necessary to demonstrate cost realism. If an Offeror discusses its proposed technical approach in Volume VI, it should provide cross-references to the full discussion of the applicable portion of the Offeror's technical approach in the non-cost volumes.

### 3.6.1 COST OR PRICING DATA

Certified cost or pricing data is not required to be submitted with this cost/price proposal. The cost estimates, rationale and supporting cost information to support the pricing offered are required in accordance with L.3.6, but will not be certified at the time of proposal submission. It is anticipated that the pricing of this solicitation will be based upon adequate price competition in accordance with FAR 15.403-1. Therefore, Offerors are not required to submit certified cost or pricing data. However, after receipt of proposals, it may be determined that adequate price competition does not exist and that certified cost or price data are required.

If it is determined that adequate price competition does not exist, Offerors may be required to provide certified current, complete and accurate cost and pricing data within 30 calendar days after receipt of the Contracting Officer's request. In this event, a Certificate of Current Cost or Pricing Data will be required immediately after agreement on cost/price is reached. Submission of certified cost or pricing data is not considered "discussions" under FAR Part 15.

### 3.6.2 SECTION 1 – SECTION B PRICING

Section 1 shall contain a copy of the completed Section B CLINs displaying the Offeror's proposed cost and fee or price values for each applicable CLIN, including completed stepladder pricing tables. The Offeror shall propose prices for each CLIN in whole dollars only. Fee amounts shall be calculated based on fee-bearing costs exclusive of facilities capital cost of money (if applicable). CLIN 0008 is not separately priced; the price of CLIN 0008 shall be included in the price of other, separately priced CLINs. For CLIN 0008, 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 instructions in L-215-H004. The Offeror shall submit a completed Attachment J-03 for CLIN X002 pricing. Section B pricing shall take precedence in case of any inconsistencies in other parts of the cost proposal.

#### 3.6.2.1 LIMITATIONS ON PROPOSED FIXED FEE RATES

The Offeror shall propose a fixed fee rate for cost-plus-fixed-fee CLIN 0003 and option CLINs 1003, 2003, 3003, and 4003. The proposed fixed fee rate shall not exceed 6%.

#### 3.6.2.2 PROPOSED PRICING FOR DATA RIGHTS LICENSE UPGRADE OPTION CLIN (IF OPTION EXERCISED) CLIN 0009 (FFP)

The Offeror's proposed price for CLIN 0009, if any, shall be included in the Total Evaluated Price to the Government.

J-06B, J-07B, J-08B, J-09B Technical Data/Computer SW*	License Upgrade Option Price
	\$*
<i>Item 1 (SLIN 0009AA)</i>	\$x
<i>Item 2 (SLIN 0009AB)</i>	\$x
<i>Item 3 (SLIN 0009AC)</i>	\$x
<i>Item 4 (SLIN 0009AD)</i>	\$x
Total CLIN 0009	\$XX

\*If proposed by the Offeror, the cumulative Data Rights License Upgrade Option price is a summation of the price(s) provided in SLIN prices in Section B and supported by Section J Attachments 06B, 07B, 08B, and 09B. Prices shall map to the Cost/Price Calculation Workbook.

**3.6.2.3 GOVERNMENT ESTIMATES FOR COST-ONLY OTHER DIRECT COST LINE ITEMS**

CLINs 0007, 1007, 2007, 3007, and 4007 under this solicitation are cost-only (no fee). The Offeror shall propose the Government cost estimates provided in the following table. The Offeror shall not apply indirect rate adders to the Government cost estimates.

<u>CLIN</u>	<u>Section B CLIN VALUE</u>
0007	\$1,000,000
1007	\$1,000,000
2007	\$1,000,000
3007	\$1,000,000
4007	\$1,000,000

**3.6.2.4 PROPOSED PRICING FOR PROVISIONED ITEMS ORDERS**

For firm-fixed-price CLIN 0004 and cost-plus-fixed-fee CLIN 0006, the Offeror shall propose the Government cost estimates of \$20,950,000 for CLIN 0004 and \$41,070,000 for CLIN 0006, and a profit/fee rate to be applied to the Government cost estimate. The proposed profit/fee rate shall not exceed 5%.

The Offeror shall insert in Attachment J-10, PIO Burdened Pricing Rates, the fully-burdened rates proposed under Offeror's Cost/Price Workbook. When issuing orders, the Government will apply the Attachment J-10 fully-burdened rates to the Offeror's proposed direct labor and direct material bases to derive the total FFP or CPFF for each order. The Government has no obligation under this contract to issue any orders. The Government reserves the right to issue orders using the proposed fully-burdened labor rates and fully-burdened material rates in Attachment J-10 to order hours and/or materials up to the CLIN maximum value.

**3.6.3 SECTION 2 – COST/PRICE PROPOSAL RATE SUPPORT**

Offerors shall use this section to substantiate the realism of the Cost/Price Calculation Workbook. In its cost realism analysis, the Government desires to use the most relevant, reliable data available to capture the probable cost for each major cost element. Since each Offeror bears the burden of demonstrating the realism of its proposed costs, each Offeror must substantiate its proposed costs, as presented in its Cost/Price Calculation Workbook, with relevant, reliable data that demonstrates the realism of each proposed major cost element. The Government has already determined that certain types of information are necessary for its review, so Offerors must provide substantially all of the following information to be eligible for award:

Rates: To substantiate its proposed rates, Offerors shall, at a minimum, submit the following data for the Offeror, any Offeror's subsidiary business units, and major cost reimbursement subcontractors:

- a. The current, company-wide highest, lowest, and average hourly direct labor rate actuals for all proposed labor categories. Offerors should describe whether this data includes the impact of uncompensated overtime; if so, Offerors should provide historical data to substantiate any uncompensated overtime claims and provide rates that do not include the impact of uncompensated overtime.
- b. Uncompensated Overtime Supporting Documentation: If any Offeror or any subcontractors (major or minor) propose uncompensated overtime, each must comply with FAR 52.222-2. Moreover, if any Offeror or subcontractor proposes uncompensated overtime or direct labor rates decremented for the impact of uncompensated overtime, it must substantiate the cost reductions associated with its proposed use of uncompensated effort. This substantiation must include a description of the formulas applied to calculate the decremented rate (and/or decrement factor) and some form of historical data to demonstrate that the proposed level of uncompensated overtime is realistic. Such historical data might include the company's historical average annual level of uncompensated overtime from preceding years and/or historical data demonstrating that the company's proposed decremented rates are equal to or greater than historical actual incurred decremented direct labor rates for corresponding labor categories from preceding years, after adjusting them for annual escalation. In accordance with FAR 52.237-10 Identification of Uncompensated

Overtime, if uncompensated time is included in the offer or any of the supporting cost data, the uncompensated time should be clearly identified with an explanation as to why it is needed.

- c. A list of all Forward Pricing Rate Agreements (FPRAs) or Forward Pricing Rate Proposals (FPRPs) that apply to any of the proposed major cost elements or a statement that none apply to the proposal. The Offeror shall include the contact information for the Defense Contract Management Agency (DCMA) office that executed the agreement, or provided Forward Pricing Rate Recommendations (FPRRs). Offerors shall provide a current copy of any rate agreement, proposal, or recommendation contained on this list. Offerors shall not rely on any FPRP or Provisional Billing Rates (PBRs) to substantiate any proposed rate(s).
- d. Five years of actual, incurred rates, associated base volumes, and projected-to-actual data for each proposed indirect and G&A rate. Offerors should indicate the beginning and end dates for the fiscal year applicable to these rates. If an Offeror does not have five years' worth of actual, incurred data, it must provide the required information dating from the origin of the company. Offerors and cost-reimbursable subcontractors that offer to contractually cap their indirect rates are not required to provide this information, but the rate cap will be used to calculate the Offeror's Total Evaluated Cost/Price if no other data substantiates a lower indirect rate is realistic. The Government will unilaterally incorporate any proposed rate caps (prime or subcontractor) into the resulting contract at award.
- e. Subcontractor Costs: Each subcontractor shall provide all of the information required of the prime contractor under Section L 3.6.4 of this solicitation (i.e., a complete Cost/Price Calculation Workbook, a corresponding Cost Analysis Narrative, and all necessary substantiating cost information) for those portions of the work subcontracted to them. That said, subcontractors need not submit a separate Section B pricing; instead, the subcontractor costs should match the corresponding subcontract costs in the Offeror's Cost/Price Calculation Workbook. The detailed information of subcontractors may be submitted separately to the Government if the subcontractor does not wish to provide this data to the prime Offeror. Subcontractors must submit their information directly to the Government as described in Section L 3.6.

### **3.6.4 SECTION 3: COST/PRICE CALCULATION WORKBOOK**

The Offeror shall complete and submit a cost model in the form of an Excel workbook. The cost model shall display proposed costs and prices for the entire contract, including all line items that form the basis of the Offeror's Total Evaluated Price. The Offeror shall ensure that the completed cost model satisfies the following requirements:

- No macros
- No hidden or locked cells
- No hidden or locked sheets
- Visible and editable formulas
- All calculation formulas involving rates linked to consolidated rates sheet
- Visibility and traceability into calculation for each cost element
- Traceability of proposed costs to specific CLINs
- Traceability of proposed company labor categories to Government skill mix categories

In addition, all formulas and numerical relationships in the workbook shall be tailored to the Offeror's proposal and readily accessible to the Government. Equations shall link together sheets within the workbook such that if a rate is changed or if the number of hours is changed the other associated tables will reflect this change and be updated. Where a total value is represented, the cell shall contain an equation in the form such that if quantities are changed the total will be automatically updated to reflect this change.

The workbook shall provide the full cost build-up details for CLINs 0003, 1003, 2003, 3003, and 4003.

For firm-fixed-price CLINs (i.e., CLIN 0001) or CLINs where the solicitation directs Offerors to propose a required Government estimate value (i.e., CLIN 0004, 0007, etc.), the workbook shall include entries for each such line item at the total price level for the line item (i.e., without a detailed cost breakdown).

**3.6.4.1 SMALL BUSINESS SUBCONTRACTING PLAN**

All Offerors, except small business firms, shall furnish a Small Business Subcontracting Plan (Attachment J-04) in accordance with FAR part 19.7, FAR clause 52.219-9, DFARS Clause 252.219-7003 or 252.219-7004, and L-219-H001, and a description of the Offeror's approach to implement the submitted small business subcontracting plan.

**3.7 VOLUME VII: SF 33/COMPLETED CONTRACT****3.7.1 COVER LETTER**

Volume VII of the proposal shall be accompanied by a cover letter prepared on the company's letterhead stationery and shall state the following:

- 1) The proposal is valid for 360 calendar days following the due date for receipt of proposals.
- 2) The solicitation number.
- 3) The name, address, electronic address, and telephone and facsimile numbers of the offeror.
- 4) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item.
- 5) Names, titles, electronic address, and telephone and facsimile numbers of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation.
- 6) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- 7) Offeror's Cage Code and DUNS Number
- 8) All documents transmitted with the proposal submission
- 9) The approved security clearance and clearance level of storage capability for the Offeror's facility
- 10) Address and point of contact for the Offeror's cognizant security office
- 11) Name of the Offeror's security representative
- 12) Address(es) of the location(s) at which the Offeror intends to perform the proposed effort including subcontractor facilities
- 13) Table of Contents and Glossary

In addition, the cover letter must contain the following certification regarding the classified and other restricted information made available to the Offeror for the purpose of responding to this solicitation:

I, [insert signatory's name, title, company], hereby certify that within 90 days of receipt of notification that [company] has been excluded from the competitive range or has not been selected for award of this contract, [company] will destroy any and all copies, notes, or other materials produced using the classified or other restricted information provided in connection with solicitation N00024-20-R-5602.

The Government will evaluate the cover letter to confirm that it contains the required information.

If the Offeror wishes to restrict the disclosure or use of its proposal, use the legend permitted by FAR 52.215-1(e). The Offeror's cover letter shall be placed at the beginning of Volume VII after the title page.

**3.7.2 SF 33 SOLICITATION, OFFER, AND AWARD**

The SF 33(s) must be completed entirely by the Offeror. Common mistakes include: (1) failing to complete all of blocks 12-18 on the first page, (2) failing to list pricing for all Contract Line Items (CLINs) and stepladder quantities in Section B, and (3) failing to fully complete Section K. The Offeror shall provide a completed SF 33 and a copy of the solicitation (and attachments) with all contractor fill-ins complete. The Offeror's completed Section B shall include all proposed costs and fees.

Changes to any portion of the SF 33 not specifically requiring the input of information by the Offeror are prohibited. Red-lines, strikethroughs, additions, deletions, or any other changes not specifically required will be considered conditional agreement with solicitation terms, conditions, and provisions. An Offeror's proposal which changes any portion of the SF 33 not specifically requiring the input of information by the Offeror may be rejected, and the Offeror furnishing the proposal may be determined ineligible for award.

### **3.7.3 SOLICITATION SECTION A**

The solicitation Standard Form (SF) 33 will be used to award a contract resulting from this solicitation. The Offeror shall complete Blocks 12 through 18 of the SF 33. The Offeror shall submit an executed SF 33 bearing the original signature of a representative who is authorized to contractually bind the company submitting the offer. The Offeror shall also submit a signed copy of the SF 30 cover page for each amendment to the solicitation. As with the SF 33, the representative who signs the SF 30 cover pages must be authorized to contractually bind the company submitting the offer. Block 12 shall be completed to align with the solicitation validity period (360 calendar days following the solicitation due date) required by Section L of this solicitation.

### **3.7.4 SOLICITATION SECTIONS B THROUGH I**

The Offeror shall submit Sections B through I with all appropriate information completed as required by the solicitation.

### **3.7.5 SOLICITATION SECTION J**

The Offeror shall provide the following completed exhibit and attachments, which will be incorporated into the contract at award:

- Exhibit A – Contract Data Requirements List (CDRLs)
  - 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 instructions in L-215-H004
- Attachment J-01 DD Form 254
- Attachment J-03 TI-16 SSDS MK2 Spares Price List
- Attachment J-04 Small Business Subcontracting Plan
  - a. Formatted IAW FAR 52.219 Requirements
- Attachment J-10 PIO Burdened Pricing Rates
- Any specific negotiated license rights offered (if applicable)

In lieu of including in Section VII, please include the following items in Section V:

- Attachment J-06A DFARS 252.227-7017 Assertions List
- Attachment J-06B DFARS 252.227-7017 License Upgrade Option, if applicable
- Attachment J-07A DFARS 252.227-7028 Assertions List
- Attachment J-07B DFARS 252.227-7028 License Upgrade Option, if applicable
- Attachment J-08A Supplemental Information – Noncommercial Technical Data and Computer Software
- Attachment J-08B Supplemental Information – Noncommercial Technical Data and Computer Software License Upgrade Option
- Attachment J-09A Commercial Technical Data, Commercial Computer Software, and Commercial Computer Software Documentation-Government Use Restrictions
- Attachment J-09B Commercial Technical Data, Commercial Computer Software, and Commercial Computer Software Documentation-Government Use Restrictions License Upgrade Option, if applicable
- Any specific negotiated license rights offered (if applicable)

### **3.7.6 SOLICITATION SECTION K**

The Offeror shall complete and submit applicable provisions under the Representation, Certifications and Other Statements of Offerors section of the solicitation. Offerors shall mark items that are not applicable with “N/A.”

If the Offeror's Representations, Certifications, and Other Statements of Offerors are available, active, and valid in the System for Award Management (SAM) (<https://www.sam.gov>); the Offeror may reference them in the Cover Letter and decline to complete the portions of Section K of the SF 33 which are already present in SAM. The

Offeror bears the burden of: (1) ensuring all information referenced in SAM is current accurate, and complete; and (2) ensuring any necessary information not present in SAM is provided within the Offeror's proposal.

### **3.7.7 PRESS RELEASE INFORMATION**

The Offeror shall complete Attachment J-14 and return a copy with the offer. The information provided in the form will be used to prepare a press release for a contract award per DFARS 205.303, if applicable.

### **4.0 SUBMISSION OF OFFER**

The proper completion and submission to the Government of the SF 33 Solicitation Set/Completed Contract shall constitute an offer and indicate the Offeror's unconditional assent to the terms and conditions in this solicitation and in any attachments hereto. Any objection to the terms and conditions of this solicitation may constitute a deficiency, which may make the offer unacceptable. Offerors are notified that the Government's acceptance of an offer does not imply acceptance of the pricing rationale or assumptions.

### **5.0 CONTRACT UPDATES REQUIRED TO SUPPORT AWARD**

Prior to award, the Government will update the completed contract to generate a document suitable for contract award. These updates will include assigning the contract number and reformatting the contract document for entry into the Government contract-writing system, which may result in repagination of the document. The Offeror agrees that the Government may incorporate these updates unilaterally prior to award.

### **CLAUSES INCORPORATED BY REFERENCE**

52.204-6	Unique Entity Identifier	OCT 2016
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-20	Predecessor of Offeror	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-1	Notice Of Standard Competition	MAY 2006
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	APR 2014
52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-13	Notice Of Progress Payments	APR 1984
52.237-10	Identification of Uncompensated Overtime	MAR 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.211-7002	Availability For Examination Of Specifications, Standards, Plans, Drawings, Data Item Descriptions, And Other Pertinent Documents	DEC 1991
252.215-7008	Only One Offer	JUL 2019
252.215-7009	Proposal Adequacy Checklist	JAN 2014
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	JUL 2019
252.215-7011	Requirements for Submission of Proposals to the Administrative Contracting Officer and Contract Auditor.	JAN 2018

252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.246-7005	Notice of Warranty Tracking of Serialized Items	MAR 2016

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Government contemplates award of a Firm-Fixed-Price, Cost-Plus-Fixed-Fee, and Cost Only contract resulting from this solicitation.

(End of provision)

##### 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Ms. Stacy Crisman, Contracting Officer  
Naval Sea Systems Command  
1333 Isaac Hull Ave SE Stop 2040  
Washington Navy Yard, DC 20376

(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):

FAR Clauses & Provisions: <https://www.acquisition.gov/content/regulations>  
DFARS Clauses & Provisions: <https://www.acquisition.gov/content/regulations>  
NMCARS Clauses & Provisions: <https://www.acquisition.gov/content/regulations>

(End of provision)

##### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(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-H001 FACILITY SECURITY CLEARANCE (NAVSEA) (OCT 2018)

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Security Service at the level stated in the Contract Security Classification Specification, DD Form 254. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

(End of provision)

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

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

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

(1) The support contractor not disclose any information;

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

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

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



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

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

(End of provision)

L-209-H009 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA)  
(DEC 2018)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror, if the awardee of the contract under this solicitation, would provide support to PEO IWS 10.0, 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" (or similar) text which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar text in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists or there is potential for an OCI and not rely solely on the presence of an OCI text

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

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award under this solicitation. An Offeror's failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

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

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

(End of provision)

L-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-219-H001 SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JAN 2019)

Offeror shall submit as part of its proposal a subcontracting plan in accordance with the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9) (Deviation 2018-O0018). The plan shall include a five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

(End of provision)

## Section M - Evaluation Factors for Award

### 1.0 GENERAL

The Government's evaluation of the Offeror's proposal will be based upon the information submitted by the Offeror and any other relevant information available to the Government. All proposals will be evaluated for compliance with the terms, conditions and requirements set forth in this solicitation. The proposal must demonstrate to the Government that the Offeror will satisfy all requirements for each evaluation factor. The Government will evaluate each factor on a stand-alone basis; however, proposal information provided for one factor may be used to assist the Government in evaluating other factors. The Government will reject as non-compliant any proposal that takes exception to the terms and conditions in the solicitation.

The Government will evaluate each Offeror's understanding of the requirements described in this solicitation and ability to perform the work on the basis of its proposal and the solicitation evaluation criteria. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates its ability to satisfactorily perform the contract requirements in accordance with the factors outlined herein. All information submitted as part of the proposal will be used to evaluate the Offeror's capability to perform and understanding of the contract requirements.

The Government reserves the right to change any of the terms and conditions of this solicitation by amendment at any time prior to contract award.

The Government plans to award a single contract resulting from this solicitation to the responsible Offeror whose proposal offers the best value to the Government. The Government reserves the right to award no contracts at all depending upon the quality of proposals received and the availability of funds.

Evaluation of options will not obligate the Government to exercise the option(s).

Offerors are required to meet all solicitation requirements, including terms and conditions and representations and certifications (Section K) and to provide all information required by Section L of this solicitation. Failure to comply with all of the solicitation requirements may result in the removal of the Offeror from consideration for award.

The Government reserves the right to eliminate from competition any proposal determined to be unacceptable. To be determined acceptable, the offer must manifest the Offeror's assent without exception to the terms and conditions of the solicitation, including Section J attachments. An "Unacceptable" rating for any single factor may render the entire proposal ineligible for award. **If an Offeror is found unacceptable in a factor rating, then the Offeror's cost proposal may not be evaluated.**

### 2.0 EVALUATION FACTORS

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

- Factor 1: Technical Approach (Adjectival)
- Factor 2: Past Performance (Adjectival)
- Factor 3: Management Approach (Acceptable/Unacceptable)
- Factor 4: Data Rights (Adjectival)
- Factor 5: Total Evaluated Cost/Price

#### 2.0.1 RELATIVE ORDER OF IMPORTANCE

Within evaluation factors, Factor 1 and Factor 3, the solicitation specifies a set of elements. Elements serve as a means of organizing the proposal structure and streamlining the evaluation process. Elements are not sub-factors and, as such, the Government will not assign ratings to individual elements.

The Technical Approach (Factor 1) is significantly more important than Past Performance (Factor 2), which is significantly more important than Data Rights (Factor 4). The Management Approach (Factor 3) will be rated on an acceptable/unacceptable basis. All non-priced factors, when combined, are significantly more important than the Total Evaluated Cost/Price (Factor 5). However, as competing proposals approach parity in the non-price factors, Factor 5 will increase in importance.

Within certain evaluation factors, the solicitation specifies a set of elements. Elements serve as a means of organizing the proposal structure and streamlining the evaluation process. The Government will not assign ratings to individual elements. All elements are equally weighted within a factor.

## **2.1 FACTOR 1: TECHNICAL APPROACH**

The Government will assign an adjectival rating to Factor 1. Under Factor 1, the Government will evaluate the Offeror's proposed technical approach from all aspects of the proposal submission as required in Section L to demonstrate knowledge and a thorough understanding of the solicitation requirements. The Government evaluation of Factor 1 will include review of Elements: (A) Manufacturing/Production Plan; (B) Configuration Management Plan; (C) Sample Problem; and (D) Personnel to assess the degree to which the Offeror's proposed technical approach will comply with the Government's requirements in their explanation of the methodology and procedures to be followed.

### **2.1.1 ELEMENT A – MANUFACTURING/PRODUCTION PLAN**

The Government will evaluate the degree to which the proposal demonstrates specific knowledge, experience, capabilities, and approach to perform the tasks outlined in Section C. The Government will evaluate the degree to which the Offeror addressed all content required by Section L. The Government will evaluate the approach and plans to successfully fabricate the SSDS MK2 equipment. The Government will evaluate whether the manufacturing/production plan and IMS meets all requirements to build the SSDS MK2 variants according to the Attachment J-02 TDPs provided with this solicitation. The Government will evaluate adequacy and completeness of the manufacturing efforts proposed by the Offeror.

The Government will evaluate the degree to which the Offeror's Manufacturing / Production Plan demonstrates the below criteria:

- a. Collaborative approach to meet production requirements using analytical abilities and problem solving capabilities exhibited in the Offeror's identification of possible technical challenges and resulting recommended approaches to solving those challenges such as production defects and early defect containment.
- b. Materials acquisition methods will be evaluated for their demonstrated ability to control costs, provide timely delivery, and ensure quality and value to the Government. As well as the Offeror's ability to ensure compliance with Critical Item Development Specifications (CIDS) where applicable.
- c. Ability to provide, by name, all subcontractors or suppliers the Offeror plans to partner or team with.
- d. Ability to provide the particular production facilities, tools, equipment, systems, and programs necessary for timely, high quality, fabrication, and production of equipment and services at contractor and subcontractor levels.
  1. Manufacturing capabilities will be assessed to determine the degree of applicability, levels of technology, adaptability, innovation, production capacity, quality, or other pertinent characteristics found in the Offeror's manufacturing and fabrication capabilities and manufacturing processes.
  2. Production line and test line capacity cycle time will be assessed to determine their potential impact on production efficiency, bottlenecks, lot sizes, or other factors related to the quantity, quality, and speed of production and testing.
- e. The ability to produce a quality product and meet required delivery dates based on major process activities, production metrics, and the IMS.
- f. Degree to which the Offeror addresses the development, integration, configuration management, and use of software/firmware within all applicable hardware items.

- g. Evaluate production facility capacity and any special facilities required to implement the manufacturing plan.
- h. The extent of facility upgrades required to manufacture SSDS Hardware in accordance with the TDPs.
- i. Levels of knowledge and experience, within the last three (3) years, directly related to the production of hardware based upon the use of Government furnished Level III TDPs. Experience and compliance with MIL-STD 31000B.
- j. The Government will evaluate whether the BOM demonstrates a thorough technical understanding of the SSDS MK2 TDPs.
- k. Evaluate the Offeror's process to accept equipment off of the production line.

### **2.1.2 ELEMENT B – CONFIGURATION MANAGEMENT PLAN**

The Government will evaluate the degree to which the proposal demonstrates specific knowledge, experience, capabilities, and approach to perform the tasks outlined in Section C per the below criteria. The Government will evaluate the degree to which the Offeror addressed all content required by Section L. The Offeror will be evaluated on its ability to address engineering changes and update production requirements as part of the configuration management process outlined in Section C. The Government will assess clarity, completeness, and transparency of the Offeror's proposed Configuration Management plan.

- a. Evaluate Offeror's plan to support Government chaired change management process.
- b. Offeror's ability to perform end-to-end configuration control for SSDS MK2 system equipment to include:
  - 1. The Offeror's process and mechanism for Configuration Management.
  - 2. The Offeror's processes/procedures implementing Change Documentation.
  - 3. Compliance with Navy Configuration Status Accounting data requirements.
  - 4. Evaluate Offeror's Plan for implementation of Government Approved Change(s) from identification of change to production implementation.
  - 5. Evaluate Offeror's plan to proactively mitigate obsolescence and DMSMS issues.
  - 6. The Offeror's DMSMS processes and proposed actions shall be assessed in terms of their effectiveness in mitigation of DMS impacts to production and lifecycle support of the equipment produced on this contract.
  - 7. Offeror's Change Control and Configuration Management processes will be examined for systematic, well-managed approaches to design changes, adaptations, and varied ship system configurations.

The Government will evaluate the Offeror's technical expertise and thoroughness exhibited in their proposed approach to detection and avoidance of counterfeit materials being installed in equipment covered by this contract.

### **2.1.3 ELEMENT C – SAMPLE PROBLEM**

The Government will evaluate the Offeror's knowledge, understanding, and demonstration of a practical application of the Offeror's proposed technical approach to resolve the sample problem described in Section L3.1.3. The Government will evaluate the Sample Problem response for sufficiency of the problem solution, the quality of analysis demonstrated by the supporting materials, and the ability to concurrently execute multiple efforts/logical sequence of tasks to successfully resolve the problem, the degree of risk associated with the methodology(ies)/techniques applied to resolve the problem, and whether the responses are a realistic solution.

### **2.1.4 ELEMENT D – PERSONNEL**

The Government will evaluate the Offeror's proposed Staffing Plan and key personnel resumes.

The Government will examine and evaluate: 1) the appropriateness of the proposed hours and labor mix to successfully perform the engineering services; 2) the benefits of the Offeror's proposed hours and labor mix for the Government; and 3) the risks posed to the Government by the Offeror's proposed hours and labor mix.

Overall, in evaluating each Offeror's proposed Key Personnel, the Government will examine and evaluate: 1) the appropriateness of the qualifications of the Offeror's proposed Key Personnel against the solicitation requirements;

2) the benefits of the Offeror's proposed Key Personnel; and 3) the risks posed to the Government by the proposed Key Personnel.

The qualifications listed in each individual proposed Key Personnel resume, not the specific individual, are the materially relevant aspects of the proposed Key Personnel partially forming the basis of award under include C-237-H002, Substitution of Key Personnel (NAVSEA) (OCT 2018). Therefore, even if a proposed Key Personnel individual becomes unavailable to the Offeror between proposal submission and award, the Government will evaluate and make its award decision based on the qualifications listed on the proposed resume(s). When the Government awards a contract under those circumstances, the Government will require the awardee to use the qualifications listed on the relevant proposed Key Personnel resume as the basis for replacing that individual under C-237-H002 during contract performance.

## 2.2 FACTOR 2: PAST PERFORMANCE

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).

- 1) **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, Offerors shall provide Past Performance references from the past three (3) years (calculated from the due date for receipt of proposals).
- 2) **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, but are not limited to, the following: similarity of product/service/support, complexity, dollar value, contract type, use of key personnel and extent of subcontracting/teaming. The Government will evaluate the Offeror's levels of knowledge and experience directly related to the production of hardware based upon the use of Government furnished TDPs. The Government will evaluate the Offeror's experience and track record regarding compliance with MIL-STD 31000B. The Government will assign a Relevancy rating to each of the prior contracting efforts based on the definitions below:

<b>Relevancy Rating</b>	<b>Description</b>
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

- 3) **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 on past contracts. The Government will review all past performance information collected and determine the quality of the Offeror's performance, general trends, and usefulness of the information and incorporate these into a Performance Confidence Assessment. The Government will not assign a separate Quality assessment rating to each previous contract effort; rather, the Government will assign an overall Past Performance Confidence Assessment rating based

on the Offeror's complete past performance record after considering the Recency, Relevancy, and Quality of performance for each prior contract effort.

Performance Confidence Assessment ratings are as follows:

<b>Performance Confidence Assessment Rating</b>	<b>Description</b>
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 will evaluate past performance by determining recency, and relevancy and quality of the Offeror's and subcontractors' recent past performance and by conducting a performance confidence assessment. "Recent performance" includes efforts within the past three (3) years (calculated from the due date for receipt of proposals). "Relevant performance" includes contractual efforts to provide same or similar support services. Similar scope and complexity means having performed most of the types of support efforts identified in the SOW. Past Performance references that reflect projects with a similar scope and complexity to efforts described in this solicitation will be considered to have greater importance in the evaluation of this Factor. "Quality" means how well the Offeror performed on past contracts. The Government may contact each Offeror's customers to inquire about overall management efficiency, work quality, and record of forecasting and controlling direct and indirect costs.

The Government may use past performance information obtained from sources other than the sources identified by the offeror, and the information obtained may be used for the responsibility determination (see FAR part 9) and the adjectival rating for the past performance factor. 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.

## **2.3 FACTOR 3: MANAGEMENT APPROACH**

The Government will evaluate Factor 3 on an Acceptable/Unacceptable basis. The Government will evaluate whether the Offeror's proposal demonstrates an acceptable approach to meeting the solicitation requirements based on the elements set forth in Section L. The Government will evaluate whether the Offeror meets the minimum security qualification criteria outlined in Section L. Failure to meet the minimum security qualification criteria will result in an unsatisfactory rating for management.

### **2.3.1 ELEMENT A: MANAGEMENT PLAN**

The Government will evaluate Element A for the acceptability of the Offeror's proposed management approach based on the Offeror's demonstration for managing the work, their process to monitor, facilities, transition, plan to produce equipment, risk management, and subcontractor management.

Government will evaluate Offeror's Management Approach and Process based on the below criteria:



- a. Organizational Structure and Chart for The clarity of lines of authority, delineation of functional roles and responsibilities, relevant policies, processes, management of personnel, and resources will be considered to assess the strength of company methods to manage, track, and produce the supplies and execute the services described in the SOW.
- b. Lines of authority and communication as it pertains to the Parent Corporation, company, subsidiary relationships and subcontractors).
- c. Geographic location of all program related organizational units that will be performing the effort associated with this contract.
- d. Changes to current organizational and operating procedures that will be made to implement this program.
- e. Offeror's ability to resource tasking
- f. Offeror's proposed teaming structure with sub-contractors and Government Organizations.
- g. Experience with utilizing both Contractor and Government-owned Integrated Data Environments (IDEs) to share information with the Government and other designated entities.
- h. Offeror's design, development, testing, and manufacturing capability and capacity for successful performance of all described requirements, including system and engineering support facilities and manufacturing facilities in accordance with the Bidder's library documentation.

Evaluation of the Offeror's proposal will be based on:

- i. Its facilities for the physical inspection and storage of incoming materials and vendor supplied items; production, fabrication, and assembly; performing critical processes and procedures; and development, production test, and inspection.
- ii. Layout of space and availability of the facilities to meet the Government's requirements.
- iii. Whether the facility is leased or owned and a review of all pertinent lease(s) or plans to lease the facility.
- i. Evaluate Offeror's plan to execute the contract and define ramp up to perform the requirements of the Statement of Work within 14 calendar days after contract award to include assumptions, schedule, facility start-up, staffing, technical requirements, training, material acquisition, and documentation requirements.
- j. Evaluate Offeror's capabilities with respect to its manufacturing capacity, method to monitor, identify, control and rectify schedule slippage to meet production requirements, sustained production level and production surge capability and its approach to developing and producing modification kits to the designed system to meet individual ship configuration variants.
- k. The Offeror's proposed system or process for documenting, reporting, and tracking failure data as well as defect containment will be evaluated.

### **2.3.2 ELEMENT B: MANAGEMENT PROCESS**

The Government will evaluate Element B for the acceptability of the Offeror's proposed management approach based on the Offeror's demonstration for managing the work, risk management, and subcontractor management.

### **2.3.3 ELEMENT C: SMALL BUSINESS**

The Government will evaluate Element C for the acceptability of the Offeror's proposed small business participation based on whether the Offeror addressed all content required by Section L 3.3.3. This element will not be applicable if the Offeror is a Small Business.

## **2.4 FACTOR 4: DATA RIGHTS**

### **2.4.1 ADJECTIVAL RATING**

The Government will assign an adjectival rating to Factor 4. The Government will evaluate Data Rights licenses using information in the proposal to assess the extent to which the license rights in noncommercial and commercial Technical Data (TD), Computer Software (CS), and Computer Software Documentation (CSD) offered to the Government affect the unimpeded, innovative, and cost effective operation, maintenance, repair, overhaul, modernization, and upgrade of the SSDS Combat System (CS) Element throughout its lifecycle.

#### **2.4.2 NONCOMMERCIAL TD, CS AND CSD**

The Government desires at least a Government Purpose Rights (GPR) license (as defined in DFARS 25.227-7013 and DFARS 252.227-7014) in noncommercial TD, CS, and CSD, including object code, executable code and source code. At a minimum, the Government desires GPR license (or equivalent) to allow the Government (including its third party contractors) to sustain operation, maintenance, repair, overhaul, modernization, and upgrade of the SSDS Combat System (CS) throughout its lifecycle. Nothing changes the Government's unlimited rights in technical data or noncommercial computer software and noncommercial computer software documentation pursuant to DFARS 252.227-7013, 252.227-7014, and 252.227-7018, including data 1) related to form, fit, and function and 2) necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data). The Government will also assess the extent to which the rights support a full and open competition for follow-on production. Offerors that propose at least a GPR license to the Government may receive a more favorable evaluation. Proposals will not be rated as UNACCEPTABLE because an Offeror does not offer at least a GPR license. Proposals will not be assigned a weakness for SBIR data rights that the Offeror appropriately asserts under the DFARS data rights clauses contained in the solicitation. The Government will evaluate the impact of less than a GPR license in its best value determination.

#### **2.4.3 COMMERCIAL TD, CS AND CSD**

The Government will evaluate the extent to which commercial TD, CS and CSD licenses meet the Government's intent described in paragraph M.2.4.1 above. Offerors may receive a more favorable evaluation or may be negatively impacted.

The Government will conduct an evaluation of risks associated with the offered rights for both noncommercial and commercial TD, CS, and CSD licenses and this risk will impact the assigned adjectival rating for this factor. Use of proprietary algorithms, designs, processes, or interfaces will be evaluated based on the extent to which they affect the Government's overall goal and ability to acquire an open SSDS Combat System (CS) Element.

The Government will evaluate each item of TD, CS, and CSD at the most favorable level of rights offered. For example, if an Offeror were to assert limited rights in a given item of TD, but also offered the Government an opportunity to purchase a GPR license for that item at a price proposed under CLIN 0009, then the Government would evaluate that item as though the Offeror had proposed to provide the Government a GPR license for that item. In the event an Offeror proposes to deliver solutions with less than such rights as desired by the Government, the Government will evaluate the degree to which the Offeror's projected data rights approach affects unimpeded, cost effective repair, maintenance, modernization, the implementation and upgrade of SSDS MK2 Hardware throughout their lifecycles, and allow for the open and competitive procurement of SSDS MK2 Hardware sustainment requirements and follow-on production.

#### **2.5 FACTOR 5: TOTAL EVALUATED COST/COST/PRICE (TEC/P) (Inclusive of Volume VII)**

The Government will determine a TEC/P for each proposal. The Government will evaluate the Offeror's cost/price proposal for completeness, materially balanced pricing and reasonableness. An Offeror's cost/price proposal may be deemed non-compliant if, in the judgment of the Government, the price proposal is incomplete, erred, or does not accurately reflect the Offeror's proposed effort in meeting the requirements, thereby indicating that the Offeror does not understand the scope of the technical requirements. The Government will evaluate proposed pricing in the Offeror's proposal for all CLINs.

Pertinent cost information, including but not limited to DCAA and/or DCMA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government's determination of the probable cost to be incurred in the performance of this contract. If proposed costs are considered to be unrealistic, including unrealistic labor and/or indirect rates, the Offeror's proposed costs will be adjusted upward where appropriate. Realism will only be performed on cost-type CLINs.

If there are any discrepancies between Section B and the Offeror's Cost/Price Proposal, the Offeror's Total Evaluated Price will be either the Cost/Price Proposal pricing as adjusted for cost realism purposes (for CPFF

CLINs) or the unadjusted electronic Section B pricing, whichever is higher. An offer rated Unacceptable in one or more factors may not be further evaluated for award. A cost realism may not be conducted on an unacceptable offer.

Any inconsistencies between proposed technical performance and cost, whether real or apparent, should be explained in the supporting cost data section. The burden of proof for cost credibility rests with the Offeror. Offerors are cautioned that to the extent proposed costs appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased cost or performance risk, or lack of credibility on the part of the Offeror. In addition, proposals which are unrealistic in terms of technical or schedule commitments or unrealistically low in cost may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risks of the proposed work. In sum, the burden of proof for cost credibility and realism rests with the Offeror; therefore, Offerors are cautioned to ensure that its proposed costs are easily traceable to their proposed technical approach and are supported by cost realism substantiating data.

The Government will evaluate the cover letter to confirm that it contains the required information.

The Government will include the CLIN 0009 (Data Rights License Upgrade Option) price in the TEC/P. (The Data Rights License Upgrade Option price includes the sum of Attachment J-06B, J-07B, J-08B, and J-09B license upgrade option items proposed).

In Section L.2.5 of this solicitation, the Government defines minor subcontractors. Considering the small potential cost impact of variations in minor cost-reimbursement subcontractor costs, the Navy will not conduct a detailed cost realism analysis of any Offeror's minor subcontractor costs. Similarly, the Government will not conduct a detailed cost realism analysis of any FFP, FPIF, or T&M subcontractors, as these subcontracting arrangements do not present a meaningful cost risk in performance. The Government will evaluate any proposed Fixed-Price Incentive Fee contractors at ceiling without conducting a detailed cost realism of those subcontract costs. Nevertheless, the Navy will review these proposed costs and hours for consistency with the rest of the Offeror's proposal and may identify risk or adjust minor subcontractor cost or hours for lack of consistency with the rest of the Offeror's proposal.

The Government will not consider an Offeror's Forward Pricing Rate Proposals or Provisional Billing Rates to be relevant cost realism substantiating data. Offerors are cautioned not to rely on these submissions, which lack meaningful Government review, as sufficient to demonstrate the realism of its proposed rates.

The Government reserves the right to consider reasonable and realistic substantiating data from any other sources. Such sources include, but are not limited to, historical performance data from NAVSEA contracts, information from DCAA, and information from DCMA. If Offerors are aware of any contradictory cost data, particularly recent audits or performance data that indicate higher costs than proposed costs, Offerors should explain why the substantiating data provided is a more realistic estimate of the costs they would incur during performance than the contradictory data. Again, Offeror's are cautioned that the burden of cost credibility rests with them, so they must justify the realism of proposed costs.

### **Completeness**

The Government will review the Offeror's cost/price proposal to verify compliance with Section L and completeness, adequacy and accuracy of all submitted documents. The Government may reject a proposal if determined that it is non-compliant, incomplete, inadequate or inaccurate. Any inconsistency, whether real or apparent, between promised performance and cost or price shall be explained in the proposal. Therefore, any inconsistencies between proposed technical performance and cost, whether real or apparent, should be explained in the supporting cost data section. The burden of proof for cost credibility rests with the Offeror. Offerors are cautioned that to the extent proposed costs appear unrealistic; the Government may infer either a lack of understanding of the requirements, increased cost or performance risk, or lack of credibility on the part of the Offeror.

### **Materially Balanced**

The Government may determine a cost/price proposal non-compliant if the proposed cost/price, including option prices, is found to be unbalanced between stepladder ranges and/or line items. A cost/price is unbalanced when the price of one or more stepladder prices or CLINs is significantly over or understated, as indicated by the application of price and/or cost analysis techniques. The Government will not adjust the proposed costs/prices due to unbalanced pricing.

### **Reasonableness**

The Government will verify adequate price competition exists in accordance with the procedures identified in FAR 15.403-1(c)(1). Normally, adequate price competition establishes a fair and reasonable price; however, discussions may be necessary if the Government determines initially proposed costs/prices to be unreasonable. In the event that the Government determines adequate price competition exists and the proposed costs/prices are fair and reasonable, the Government may award a contract without discussions.

The Government will not conduct a detailed cost realism analysis of any Offeror's minor subcontractor costs. Nevertheless, the Government will review these proposed costs and hours for consistency with the rest of the Offeror's proposal and may adjust minor subcontractor cost or hours for lack of consistency with the rest of the Offeror's proposal.

### **2.5.1 TOTAL EVALUATED COST/PRICE (TEC/P) METHODOLOGY**

The Government will determine a TEC/P for each proposal using the evaluation methodology outlined herein. The Government will perform cost realism analysis of all proposed Cost-Plus-Fixed-Fee (CPFF) CLINs. The Government will evaluate cost realism to verify that the Offeror's price proposal is realistic for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the various elements of the Offeror's technical proposal.

As part of the cost realism analysis, the Government may adjust proposed costs upward only to reflect the probable cost of performance.

The Government will NOT perform cost realism analysis or price realism analysis for any proposed prices for fixed price line items under this solicitation. The Government will perform price analysis to determine price reasonableness.

The Government will determine the Offeror's TEC/P by summing the evaluated values for each priced line item according to the methodology described below:

		Evaluated Value
Total Evaluated Stepladder Price for SSDS MK2 Hardware/Equipment CLINs X001, X005 (see 2.5.1.1 below)	+	\$ Firm-Fixed-Price
Total Evaluated Price for Spares CLINs X002 (see 2.5.1.2 below)	+	\$ Firm-Fixed-Price
Total Evaluated Cost Plus Fixed Fee for Engineering Services CLINx X003 (see 2.5.1.3 below)	+	\$ Estimated Cost + Fee
Total Evaluated Price for Provisioned Items Orders CLIN 0004 (see 2.5.1.4 below)	+	\$ Firm-Fixed-Price
Total Evaluated Price for Provisioned Items Orders CLIN 0006 (see 2.5.1.5 below)	+	\$ Estimated Cost + Fee
Government Provided Other Direct Costs CLIN X007 (see 2.5.1.6 below)	+	\$ Cost

		Evaluated Value
Total Evaluated Price for Data Rights License Upgrade Option CLIN 0009 (see 2.5.1.7 below)	+	\$ Firm-Fixed-Price
TOTAL EVALUATED COST/PRICE (TEC/P)	=	\$

#### **2.5.1.1 FIRM-FIXED-PRICE STEPLADDER HARDWARE/EQUIPMENT LINE ITEMS (CLINS 0001, 0005, 1001, 1005, 2001, 2005, 3001, 3005, 4001, 4005)**

The Government has determined that for a given stepladder CLIN, it is just as likely that any one of the stepladder quantities will be exercised. Therefore, for purposes of evaluation only, the Government will randomly select an evaluation quantity for each stepladder CLIN. The total evaluation quantity for a given CLIN will not exceed the maximum stepladder quantity for the CLIN (CLINs 0001, 0005, 1001, 1005, 2001, 2005, 3001, 3005, 4001, 4005). The Government will use these evaluation quantities to calculate the total extended price for each stepladder CLIN, for all Offerors. Specifically, for each CLIN, the Government will follow the steps in Section B Notes A and F to determine the Offeror's proposed unit price at the randomly selected stepladder quantity for each configuration.

The selection of the random quantities is for evaluation purposes only and does not obligate the Government to exercise an option at the selected random quantities or configurations. The evaluated price for these CLINs will be determined by summing the extended CLIN prices at the randomly selected evaluation quantities. The randomly selected quantities will not be disclosed to Offerors prior to contract award.

#### **2.5.1.2 FIRM-FIXED-PRICE STEPLADDER SPARES LINE ITEMS (CLINS 0002, 1002, 2002, 3002, 4002)**

The Government has determined that it is just as likely that any one of the Attachment J-03 spares and stepladder quantities will be exercised. Because the Government seeks reasonable and balanced pricing, the Government will randomly select a quantity within the quantity range for each spares part number for each ordering line item. The selection of a random quantity is for evaluation purposes only and does not obligate the Government to exercise an option at the randomly selected quantity. The evaluated price for these CLINs will be determined by summing the extended prices for each spares part number based on the proposed price for the spares part number at the randomly selected quantity. The randomly selected quantities will not be disclosed to Offerors prior to contract award.

#### **2.5.1.3 COST PLUS FIXED FEE ENGINEERING SERVICE LINE ITEMS (CLINS 0003, 1003, 2003, 3003, 4003)**

The evaluated price of CLINs 0003, 1003, 2003, 3003, and 4003 will be determined by adding the proposed estimated costs and fixed fees. The proposed estimated cost may be adjusted by the Government for cost realism where appropriate.

#### **2.5.1.4 PROVISIONED ITEMS ORDER LINE ITEMS (CLIN 0004)**

The evaluated price of CLIN 0004 will be determined by adding the Government cost estimate and the proposed profit for the CLIN. The Government will verify that the Offeror has completed Attachment J-10, PIO Burdened Pricing Rates in accordance with L3.6.3.4.

#### **2.5.1.5 PROVISIONED ITEMS ORDER LINE ITEMS (CLIN 0006)**

The evaluated price of CLIN 0006 will be determined by adding the Government cost estimate and the proposed fee for the CLIN. The Government will verify that the Offeror has completed Attachment J-10, PIO Burdened Pricing Rates in accordance with L3.6.3.4.

#### **2.5.1.6 COST ONLY OTHER DIRECT COSTS LINE ITEMS (CLINS 0007, 1007, 2007, 3007, and 4007)**

As directed by the solicitation, all Offerors must propose the Government-provided values for CLINs 0007, 1007, 2007, 3007, and 4007. The evaluated price will be the sum of the Government-provided values.

CLIN 0008 is not separately priced and will not be evaluated. Costs associated with CDRLs shall be proposed under the applicable CLINs.

#### **2.5.1.7 FIRM-FIXED-PRICE DATA RIGHTS LICENSE UPGRADE OPTION LINE ITEM (CLIN 0009)**

The total evaluated price for Data Rights/License Fees, CLIN 0009, is the total price of the Offeror's proposed Option CLIN 0009 in Section B.

The TEC/P will be calculated IAW the Table identified in Section M 2.5.1. (The Data Rights License Upgrade CLIN price includes the sum of all J#B attachments proposed).

#### **2.5.1.8 HUBZONE EVALUATION PREFERENCE**

In accordance with FAR 52.219-4, the following evaluation preference applies: Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except offers from HUBZone small business concerns that have not waived the evaluation preference; and otherwise successful offers from small business concerns. In the event that a HUBZone small business concern does not submit an offer as a prime contractor, this evaluation preference will not apply and the Government will not add the factor to any offers.

### **3.0 BASIS FOR AWARD**

The Government intends to award a single contract to the responsive and responsible Offeror whose proposal represents the best value to the Government based on consideration of the evaluation factors outlined in this solicitation. The best value to the Government is that proposal that meets the requirements of this solicitation and that is determined to be the most advantageous to the Government, considering all of the evaluation factors. The best value proposal will be selected using a tradeoff process, as defined in FAR 15.101-1, which permits tradeoffs among cost and non-cost factors. Accordingly, the Government may accept other than the lowest cost proposal where the perceived benefits of the higher cost proposal merit the additional cost. Conversely, the Government may select a lower-cost, lower rated proposal if the Government determines that the premium associated with the higher-rated proposal is not justified. Further, the Government may cease evaluation of any proposals that it determines are nonresponsive, unacceptable, or otherwise ineligible for award. In making its best value determination, the Government will consider the relative importance of the factors. See Section M 2.0.1, above, for the relative importance of the factors.

#### **3.1 ADJECTIVAL RATING PROCESS**

The tradeoff source selection process will be used for the technical proposal evaluation (see FAR 15.101-1). The Government will evaluate the strengths, weaknesses, significant weaknesses, deficiencies, and risks associated with each Offeror's proposed technical approach. Following the evaluation, a combined technical/risk rating will be assigned for Factors 1, 2, and 4. The combined technical/risk rating reflects the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, deficiencies, and risks of a proposal. In assessing Factors 1, 2, and 4, the Government will apply the following adjectival ratings and definitions for a combined technical/risk rating:

It is recognized that a proposal need not have all aspects of the rating description to be rated accordingly.

Table M-1: Adjectival Rating Standards		
Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	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.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements and/or risk of unsuccessful performance is high.
Red	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.

**The adjectival ratings described are guides and a proposal need not have all aspects of the rating description to be rated accordingly.**

### 3.1.1 DEFINITIONS OF GENERAL TERMS IN ADJECTIVAL RATINGS STANDARDS

The Government will apply the following definitions in the evaluation process for factors rated on an adjectival basis:

*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.

*Weakness* – A flaw in the proposal that increases the risk of unsuccessful contract performance (per FAR 15.001).

*Significant Weakness* – A flaw that appreciably increases the risk of unsuccessful contract performance (per FAR 15.001).

*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 (per FAR 15.001).

### 3.2 ACCEPTABILITY RATING PROCESS

The Government will evaluate each proposal as acceptable/unacceptable for the Management Approach (Factor 3).

#### 3.2.1 FACTOR 3 ACCEPTABILITY RATINGS

In assessing the Management Approach factor, the Government will apply the following definitions of acceptable or unacceptable:

*Acceptable* – Proposal clearly meets the requirements of the solicitation

*Unacceptable* – Proposal does not meet the requirements of the solicitation

#### **4.0 EVALUATION METHODOLOGY**

When evaluating an Offeror's proposal, the Government may elect to evaluate the acceptability of Factor 3 prior to evaluating other factors. In the event that the Government rates an Offeror's proposal unacceptable in Factor 3, the Government may eliminate that Offeror's proposal from further consideration without evaluating the proposal on any other factor.

#### **CLAUSES INCORPORATED BY REFERENCE**

52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990

#### **CLAUSES INCORPORATED BY FULL TEXT**

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

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

(End of provision)