

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9E		PAGE OF PAGES 1 88			
2. CONTRACT NO.		3. SOLICITATION NO. N61331-17-R-0003		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 23 Feb 2018		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NSWC PANAMA CITY (T. STEWART) TIPHANIE STEWART 850-636-6456 110 VERNON AVENUE PANAMA CITY FL 32407 TEL: FAX:				CODE N61331		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:		CODE			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L</u> until _____ local time _____ (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Depot Level Repair & Maintenance (BASE) FFP FIRM FIXED PRICE (FFP) Depot Level Repair, Maintenance and modification of the MK-105 Magnetic Minesweeping Gear as specified in Section C Statement of Work (SOW), Exhibit A, DD Form 1423-1, and further delineated in individual delivery/task orders to be issued under this line item. Orders issued under this line item will be FIRM FIXED PRICE (FFP) and applicable to Statement of Work paragraphs 3.1 through 3.13. This ceiling includes all direct labor, indirects and profit associated with the FFP effort as specified in the SOW. See Note C and Note D. Refer to Section L 3.2.1(e) for the Government's estimated level of effort per year. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Data Requirements FFP Technical Information and Data in accordance with Section J, Exhibit A, Contract Data Requirements List (CDRL) DD Form 1423-1 and as further delineated in individual orders. This line item is Not Separately Priced (NSP). See HQ B-2-0009 Note A.	UNDEFINED			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	ODC TRAVEL in support of CLIN 0001 FFP See Section L 3.3.2, Table 1. See Note C. FOB: Destination	1	Lot		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	ODC MATERIALS in support of CLIN 0001. FFP See Section L 3.3.2, Table 1. See Note C. FOB: Destination	1	Lot		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Depot Level Repair & Maintenance (OPT 1) FFP FIRM FIXED PRICE (FFP) Depot Level Repair, Maintenance and modification of the MK-105 Magnetic Minesweeping Gear as specified in Section C Statement of Work (SOW), Exhibit A, DD Form 1423-1, and further delineated in individual delivery/task orders to be issued under this line item. Orders issued under this line item will be FIRM FIXED PRICE (FFP) and applicable to Statement of Work paragraphs 3.1 through 3.13. This ceiling includes all direct, indirects and profit associated with the FFP effort as specified in the SOW. See HQ B-2-0010 Note B, Note C and Note D. Refer to Section L 3.2.1(e) for the Government's estimated level of effort per year. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	ODC TRAVEL in support of CLIN 1001 FFP See Section L 3.3.2, Table 1. See HQ B-2-0010 Note B and Note C. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	ODC MATERIALS in support of CLIN 1001. FFP See Section L 3.3.2, Table 1. See HQ B-2-0010 Note B and Note C. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Depot Level Repair & Maintenance (OPT 2) FFP FIRM FIXED PRICE (FFP) Depot Level Repair, Maintenance and modification of the MK-105 Magnetic Minesweeping Gear as specified in Section C Statement of Work (SOW), Exhibit A, DD Form 1423-1, and further delineated in individual delivery/task orders to be issued under this line item. Orders issued under this line item will be FIRM FIXED PRICE (FFP) and applicable to Statement of Work paragraphs 3.1 through 3.13. This ceiling includes all direct labor, indirects and profit associated with the FFP effort as specified in the SOW. See HQ B-2-0010 Note B, Note C and Note D. Refer to Section L 3.2.1(e) for the Government's estimated level of effort per year. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	ODC TRAVEL in support of CLIN 2001 FFP See Section L 3.3.2, Table 1. See HQ B-2-0010 Note B and Note C.	1	Lot		
FOB: Destination					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	ODC MATERIALS in support of CLIN 2001 FFP See Section L 3.3.2, Table 1. See HQ B-2-0010 Note B and Note C.	1	Lot		
FOB: Destination					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Depot Level Repair & Maintenance (OPT 3) FFP FIRM FIXED PRICE (FFP) Depot Level Repair, Maintenance and modification of the MK-105 Magnetic Minesweeping Gear as specified in Section C Statement of Work (SOW), Exhibit A, DD Form 1423-1, and further delineated in individual delivery/task orders to be issued under this line item. Orders issued under this line item will be FIRM FIXED PRICE (FFP) and applicable to Statement of Work paragraphs 3.1 through 3.13. This ceiling includes all direct labor, indirects and profit associated with the FFP effort as specified in the SOW. See HQ B-2-0010 Note B, Note C and Note D. Refer to Section L 3.2.1(e) for the Government's estimated level of effort per year. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	ODC TRAVEL in support of CLIN 3001 FFP See Section L 3.3.2, Table 1. See HQ B-2-0010 Note B and Note C. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	ODC MATERIALS in support of CLIN 3001 FFP See Section L 3.3.2, Table 1. See HQ B-2-0010 Note B and Note C. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	Depot Level Repair & Maintenance (OPT 4) FFP FIRM FIXED PRICE (FFP) Depot Level Repair, Maintenance and modification of the MK-105 Magnetic Minesweeping Gear as specified in Section C Statement of Work (SOW), Exhibit A, DD Form 1423-1, and further delineated in individual delivery/task orders to be issued under this line item. Orders issued under this line item will be FIRM FIXED PRICE (FFP) and applicable to Statement of Work paragraphs 3.1 through 3.13. This ceiling includes all direct labor, indirects and profit associated with the FFP effort as specified in the SOW. See HQ B-2-0010 Note B, Note C and Note D. Refer to Section L 3.2.1(e) for the Government's estimated level of effort per year. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	ODC TRAVEL in support of CLIN 4001 FFP See Section L 3.3.2, Table 1. See HQ B-2-0010 Note B and Note C. FOB: Destination	1	Lot		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	ODC MATERIALS in support of CLIN 4001 FFP See Section L 3.3.2, Table 1. See HQ B-2-0010 Note B and Note C. FOB: Destination	1	Lot		

MAX
NET AMT

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(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 \$500 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.

HQ B-2-0009 NOTE (CDRL)

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

(End of Text)

HQ B-2-0010 NOTE (OPTION)

NOTE B - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

(End of Text)

NOTE C

In accordance with DFARS 232.703-3, this contract includes services that begin in one fiscal year and end in the next fiscal year. Applicability of 10 U.S.C. 2410(a) authority will be specified at the SLIN level; the CLIN must begin in the fiscal year the appropriation would normally have been available.

NOTE D

Offerors are required to provide a Not to Exceed (NTE) profit rate and pass through percentage for this contract. The following NTE profit rate is ____%. The following NTE pass through percentage is ____.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0017 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)

(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 only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond 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 will 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 with a unit price in excess of \$100,000; or in excess of \$25,000 if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

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

(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, 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.

Section C - Descriptions and Specifications

**STATEMENT OF WORK
FOR
DEPOT LEVEL REPAIR AND MAINTENANCE
OF MK-105 MAGNETIC MINESWEEPING GEAR**

1.0 SCOPE

This Statement of Work defines the overarching requirements for providing Depot level repair, maintenance, and modification of the MK-105 Magnetic Minesweeping Gear.

1.1 ACRONYM LIST

ACRN	Accounting Classification Reference Number
AMCM	Airborne Mine Countermeasures
AMCM ISEA	Airborne Mine Countermeasures In-Service Engineering
AMSDL	Acquisition Management System and Data Requirements Control List
ASPR	Armed Services Procurement Regulation
ASSIST	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System
CDRL	Contract Data Requirements List
CLIN	Contract Line Item Number
CMIS	Configuration Management Information System
CNSSI	Committee on National Security Systems Instructions
CO	Contracting Officer
COR	Contract Officer Representative
CPARS	Contractor Performance Assessment Reporting System
CPI	Critical Program Information
CS	Contract Specialist
CSA	Configuration Status Accounting
CUI	Controlled Unclassified Information
DAR	Defense Acquisition Regulation
DFAR	Department of Defense Federal Acquisition Regulation
DI	Data Identifiers
DID	Data Item Descriptions
DOD	Department of Defense
DoDAAC	Department Of Defense Activity Address Code
DODISS	Department of Defense Index of Specifications and Standards
DoDSSP	Department of Defense Single Stock Point
DON	Department of the Navy
ECC200	Error Checking and Correction 200
ECP	Engineering Change Proposal

EDI	Electronic Data Interchange
eSRS	Electronic Subcontract Reporting System
FAPIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FOB	Freight On Board
FOIA	Freedom of Information Act
FOUO	For Official Use Only
FSC	Federal Supply Class
FSN	Federal Stock Number
FY	Fiscal Year
GAO	Government Accountability Office
GFP	Government Furnished Property
HMMP	Hazardous Materials Management Program
IAW	In Accordance With
ID	Identification
IDE	Integrated Digital Environment
IEC	International Electrotechnical Commission
IETM	Interactive Electron Technical Manual
ISO	International Standards Organization
IT	Information Technology
LPO	Local Processing Office
MIRR	Material Inspection and Receiving Report
MSDS	Material Safety Data Sheet
NAICS	North American Industry Classification System
NAVSEA	Naval Sea Systems Command
NCB	National Codification Bureau
NIIN	National Item Identification Number
NSN	National Stock Numbers
NSP	Not Separately Priced
NSWC PCD	Naval Surface Warfare Center Panama City Division
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
OPSEC	Operations Security
PCO	Procuring Contracting Officer
PECP	Preliminary Engineering Change Proposal
PHS&T	Packaging, Handling, Storage and Transportation
PM	Program Manager
POC	Point Of Contact
PPE	Personal Protection Equipment
PIRS	Past Performance Informational Retrieval System
PRB	Postretirement Benefits

RBS	Readiness Based Sparing
RFD	Request for Deviations
RFW	Request for Waivers
S&HP	Safety & Health Program
SAM	System for Award Management
SFTP	Secure File Transfer Protocol
SLIN	Sub Line Item Number
SOP	Standard Operating Procedures
SOW	Statement of Work
TEDS	TRICARE Encounter Data System
TEI	Text Element Identifiers
TI	Technical Instruction
TLS	Transport Layer Security
UID	Unique Identification
WAWF	Wide Area WorkFlow
WUC	Work Unit Code

2.0 APPLICABLE DOCUMENTS

Applicable military specifications and standards that are listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS), and current on the date of contract award, plus applicable industry standards, or any other program documents may be specified within the individual orders that will be issued for performing specific tasks under this indefinite delivery/indefinite quantity contract. Any future required applicable documents will be specified at the individual delivery order/task order level. The following is a partial list of the standards.

2.1 Military Standards

MIL-STD-129R	18 Feb 2014	DOD Standard Practice Military Marking for Shipment and Storage
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2.2 Military Specifications

None

2.3 Other Documents

ANSI/ISO/ASQ 9001	Sep 2015	Quality Management Systems - Requirements – 5th edition dated 15 Sep 2015
IEEE Standard 12207	01 January 2008	Systems and Software Engineering – Software Life Cycle Processing
OPNAVINST 5102.1D	05 October 2010	Navy & Marine Corps Mishap and Safety Investigation, Reporting, And Record Keeping Manual
AW-565CD-MCM-000 Version 30	01 December 2016	Technical Manuals – AMCM Performance Support System (PSS)

3.0 REQUIREMENTS

The Contractor shall coordinate with the Contracting Officer's Representative (COR) and Contract Specialist to conduct a kick-off meeting within ten working days after the award of the contract. This meeting's date, time and location shall be determined at time of award.

The Contractor shall provide technical support, analysis, modifications, interface equipment, and engineering support for the MK-105 Magnetic Minesweeping Gear as specified in individual delivery/task orders to be issued under the contract. The following paragraphs provide examples of the types of support that will be required.

(a) Space Requirements: The contractor shall provide the following;

- (1). 5,500 square feet (SF) with a minimum width of forty (40) feet for the MK-105 work area.
- (2). 10,000 square feet (SF) of secured warehouse space for the MK-105 assets.

(b) Crane Requirements: Five (5) ton minimum overhead or equivalent to lift 10,000 lbs load to a minimum height of twenty-five (25) feet.

3.1 Alteration, Modification, Repair, and Overhaul Systems (CDRL A010 through A024)

3.1.1 The contractor shall provide design and fabrication services for the subsequent alteration, modification, repair and overhaul of the MK-105 and its support equipment. The contractor shall plan for translation of systems design efforts into manufacturing environments. Procedures and methods for work instructions shall be developed, process controls put in place, special processes accounted for, and special tooling and fixtures designed for these efforts. Overhaul procedures may include structure and platform component inspection, operational testing, stripping and painting, and nondestructive inspection.

3.1.2 The contractor shall conduct overhauls, and repairs to return the systems to as new condition. Modifications shall be implemented in accordance with approved configuration control documents (i.e. Engineering Change Proposals (ECPs), Request for Deviations (RFDs), Request for Waivers (RFWs), etc.). Modification includes any modifications, productions, spares, and conversions. This includes technical representatives and engineering services.

3.1.3 Operational tests shall be performed on each repaired, overhauled, or modified system to validate reported discrepancies and to aid in the determination of required rework and repairs. The scope of the operational tests shall be of sufficient depth to fault isolate defective components and to verify replacement or repair.

3.2 Induction Inspection (CDRL A010 through A024)

The contractor shall conduct and document induction inspections including documenting discrepancies, inspections performed, technical documentation to be implemented and items required for rework replacement. Systems shall be disassembled and a thorough inspection and evaluation of the exterior and interior surface condition shall be conducted. The inspection shall specifically identify: cracks, corrosion, leaks, damaged controls, excessively worn hinges, faulty attachment fittings, faulty bearings, faulty bushings, worn bolts, distortion, elongation of bolt holes, and technical documentation required to be implemented. Particular emphasis shall be placed on inspection of items that may require special examination and correction as a result of log book information, or specifically requested by the Reporting Custodian. The induction inspection scope shall include, but not be limited to, the following:

(a) Structure – Inspect for corrosion, cracks, distortion, damage, loose and missing fasteners, defective sealant and seals.

- (b) Mechanical Linkages and Actuating Mechanisms – Inspect for cracks, corrosion, evidence of improper alignment and adjustment; damage and security.
- (c) Electrical cables and Cable Connectors – Inspect for corrosion, fraying, chafing, kinks, untwisting, broken strands/wires, damaged pins (when disconnected); evidence of improper alignment.
- (d) Flexible Hoses – Inspect for fraying, chafing, twisting, deterioration, proper routing, and security; and evidence of leakage.
- (e) Tubing and Ducting - Inspect for cracks, corrosion and security; evidence of leakage; and fittings and clamps for security and proper installation.
- (f) Electrical/Electronic Equipment – Inspect for evidence of overheating; corrosion, proper bonding and security; defective vibration dampeners; corroded, damaged pins (when disconnected), terminals and connectors.
- (g) Wiring and Wiring Components – Inspect for evidence of overheating, chafing, fraying, deterioration, fluid damage and proper routing. Inspect slices and terminals for corrosion and security; connectors for security, damaged pins and deteriorated potting (when disconnected).
- (h) Instruments – Inspect for evidence of overheating of electrical units; damaged faceplates, interference with moving parts, security of units and attached wiring, hoses and tubing.
- (i) Operational tests shall be performed on each item to be repaired, overhauled, or modified system to validate reported discrepancies and to aid in the determination of required rework and repairs. The scope of the operational tests shall be of sufficient depth to fault isolate defective components and to verify replacement or repair.

3.3 Configuration Change and Control (CDRL A010 through A024)

The contractor shall prepare designated engineering documentation and configuration items including Engineering Change Proposal (ECP), Request for Deviation (RFD), Request for Waiver (RFW), Notice of Revision, or Specification Change Notice in the event of obsolescence of parts or materials, a change in vendor part numbers, a change in specification, or to improve reliability, availability, or manufacturability.

3.4 Configuration Audits and Reviews (CDRL A010 through A024)

The Contractor shall establish a configuration audit and review program that will ensure that the functional and physical characteristics match those characteristics specified by the configuration identification. It will be the responsibility of the Contractor to provide the hardware and software to be audited, facilities, personnel, documentation (including drawings), and other support as may be required. Data deliverables associated with the configuration audit and reviews will be identified in the individual delivery/task orders.

3.4.1 Configuration Status Accounting (CSA)

The Contractor shall develop and maintain procedures that will delineate the status of changes from the baseline, and proposed effectiveness and status of implementation of Government approved changes. (CDRL A007; A010 through A024)

3.5 Hazardous Materials Management Program (HMMP)

The Contractor shall develop and maintain a Hazardous Materials Management Program (HMMP) as specified in individual orders. (CDRL A001; A010 through A024)

3.6 Technical Manuals

The Contractor shall prepare or maintain system level technical manuals. The system technical manuals may be Interactive Electronic Technical Manual (IETM). (CDRL A008; A010 through A024)

3.7 Logistics and Provisioning Technical Documentation

The Contractor shall supply technical data and engineering services of provisioning documentation, Readiness Based Sparing (RBS), Performance Based Logistics, and life-cycle support analysis for the MK-105 Magnetic Minesweeping Gear. The contractor may be required to generate logistics documents "including but not limited to" Maintenance Planning, NAVAIR Configuration Management Information System (CMIS) updating and Work Unit Code (WUC) Assignment. (CDRL A009 through A024)

3.8 Packaging, Handling, Storage, and Transportation (PHS&T) (CDRL A010 through A024)

The contractor shall review, document changes and revise information pertaining to PHS&T. The contractor shall assist in the shipment of identified items to support forward deployed AMCM units ensuring compliance with all foreign import/export procedures. The contractor shall provide Unique Identification (UID) labels as requested by the Airborne Mine Countermeasures In-Service Engineering (AMCM ISEA) branch in accordance with (IAW) *MIL-STD-129R, Military Marking for Shipment and Storage*. The Contractor shall provide assistance in monitoring system inventories at the request of the AMCM ISEA branch.

3.9 Basic Contract Progress, Status, and Management Report

The contractor shall prepare a monthly status report that documents the status of contractor effort towards achieving contract objectives. The report shall identify accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended. Each report shall summarize the progress and status for each active order during the period of the report. (CDRL A002)

3.10 Quality Assurance

The Contractor shall provide and maintain a Quality Management System (QMS) that meets the requirements ISO 9001:2015. The Contractor shall submit a Quality Assurance Program Plan (QAPP) to the COR within 30 days after award that documents the quality system procedures, planning, and all other documentation and data that comprise the QMS for Government review and approval. The QAPP shall identify the means by which the Contractor will ensure quality system effectiveness and demonstrate comprehensive management and review of their process data, to identify trends and progress in quality of services and data products provided. The QAPP shall describe what is measured, how often it is tracked, and who reviews and assures that appropriate action is initiated when trends are unfavorable. The Government may perform inspections, validations, verifications and/or evaluations deemed necessary to ascertain conformance and compliance to the requirements and adequacy of the implemented procedures. The Government reserves the right to disapprove the QMS or portions thereof when it fails to meet its contractual requirements. The supplier shall require a QMS of its sub-tier suppliers to ensure control of quality of the services and data products or supplies provided. (CDRL A003)

3.11 Safety and Health

The requirements of this contract may require Contractor personnel to come in contact or be exposed to hazardous conditions. All systems will be provided complete with the respective Material Safety Data Sheet (MSDS) and instructions on disposal and the use of the respective material. The Contractor shall abide by all applicable federal, local and state occupational safety and health requirements. No later than 30 days after award, the Contractor shall provide a copy of their Safety & Health Program documentation they will utilize for this requirement to the COR for review and approval. The Contractor's Safety & Health Program (S&HP) shall identify the personnel responsible for managing, implementing, training of and enforcement of the S&HP, process to insure employees have appropriate Personal Protection Equipment (PPE), process to ensure employees have all required training and certifications related to Occupational Safety and Health Requirements. When applicable, the COR will

provide the Contractor the Government Agency's mission specific Standard Operating Procedures (SOP) that may include safety & health requirements. (CDRL A004)

3.12 Accident Reporting

The Contractor shall maintain an accurate record of and shall report all accidents to the COR and/or the appropriate Security Department as prescribed by OPNAVINST 5102.1D CH-2 dated 05 October 2010. (CDRL A005)

3.13 Damage Reporting

The Contractor shall maintain an accurate record of and shall report to the COR all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1D CH-2 dated 05 October 2010. (CDRL A006)

3.14 Travel

Continental United States (CONUS) and Outside the Continental United States (OCONUS) travel will be required. Specific locations and trip durations will be identified in individual delivery orders to be issued under the contract. All travel requirements will be approved by the Contracting Officer via Technical Instruction (TI). Before initiating any travel, the Contractor shall submit a detailed and fully-burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. Travel expenses are limited by the Department of Defense Joint Travel Regulations. See Clause HQ-B-2-0020 "Travel Costs – Alternate 1 (NAVSEA) (APR 2015).

4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

4.1 Government Furnished Equipment (GFE)

The GFE in Attachment J.7 will be specified in individual delivery orders to be issued under the contract.

4.2 Government Furnished Information (GFI)

GFI will be specified in individual delivery orders to be issued under the contract.

4.3 Government Furnished Material (GFM)

GFM will be specified in individual delivery orders to be issued under the contract.

5.0 SECURITY

The Contractor shall require access to classified information up to the SECRET level only at U.S. Government and Contractor facilities. The requirements of the attached Department of Defense (DoD) Contract Security Classification Specification (DD Form 254) apply.

All technical data provided to the contractor by the Government shall be protected from public disclosure per the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract shall not be disclosed by any means without prior approval of the appropriate NSWC PCD authority. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any

other proposed public release. The contractor shall provide adequate physical protection to such information to preclude access by any person or entity not authorized such access by the Government.

5.1 Release of Information

- (a) Release of information shall be in accordance with Section I, DFARS Clause 252.204-7000, Disclosure of Information.
- (b) All technical data provided to the contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the appropriate NSWC PCD authority. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information to preclude access by any person or entity not authorized such access by the Government.

5.2 Controlled Unclassified Information (CUI)

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

5.3 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Prior to access, Contractor personnel requiring access to Department of the Navy (DoN) controlled unclassified information (CUI) or "user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DoN Central Adjudication Facility.

5.4 Minimum Protection Requirements for Controlled Unclassified Information

Security classification guides and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

5.5 For Official use Only (FOUO)

FOUO is a document designation, not a classification. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the Freedom of Information Act (FOIA). This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DoDM 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012

5.6 Security of Unclassified DoD Information on Non-DoD Information Systems (DoDI 8582.01)

DoD Policy

Adequate security shall be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

5.6.1 Information Safeguards

Unclassified DoD information that has not been cleared for public release may be disseminated by the Contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- a. Non-public information provided to a Contractor (e.g., with a request for proposal).
- b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the Contractor or teaming partner.
- e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities,

conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and transport layer security.

g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.

h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of transport layer security or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).

j. Provide protection against computer network intrusions and data exfiltration, minimally including:

- (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
- (2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts), including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services. Prompt application of security-relevant software patches, service packs, and hot fixes.

k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, Critical Program Information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.

l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.

m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

5.7 Operations Security

Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user identifications and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

The Contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

6.0 GOVERNMENT AND CONTRACTOR RELATIONSHIP

- a) The services to be delivered under this contract are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- b) All Contractor, Subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all Contractor, Subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that, they are not NSWC PCD employees.
- c) The Contractor is responsible for supervision of all Contractor personnel assigned to this contract. The Contractor shall exercise ultimate control over all aspects of Contractor personnel day-to-day work under this contract including the assignment of work, means, and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this contract including the work of its Contractor personnel. Contractor personnel under this contract shall not:
 - (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
 - (2) Be placed in a position of command, supervision, administration, or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.
 - (3) Be used in administration or supervision of Government procurement activities.
 - (4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.
- d) This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

- e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities. Changes shall be in accordance with Section I, FAR Clause 52.243-7 Notification of Changes.

7.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NSWC PCD via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

8.0 DISTRIBUTION LIMITATION STATEMENT

Documentation generated under this contract shall have the following Distribution Limitation Statement and Destruction Notice affixed to the front cover and title page (if any):

DISTRIBUTION STATEMENT B: DISTRIBUTION LIMITED TO DEPARTMENT OF DEFENSE AND DOD CONTRACTORS ONLY, PREMATURE DISSEMINATION, (DATE STATEMENT WAS APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, CODE A22, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

9.0 ANTICIPATED DELIVERABLES

Hardware and data deliverables will be specified in individual orders issued under the contract. Specific technical data will be ordered under CDRLs attached to individual orders issued under the contract. It is anticipated that data items ordered under individual orders will be required to be prepared using standardized Data Item Descriptions (DIDs) listed in the DoD 5010.12-L, Acquisition Management System and Data Requirements Control List (AMSDL). It is anticipated that data deliverables prepared under this contract may be required to be delivered as either hardcopy or electronic media or both as specified in the individual orders.

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HQ C-1-0001 ITEM(S) A001 to A009 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423-1, Exhibit(s) A, attached hereto.

*Contract Data Requirements List to be as specified on each Task/Delivery Order. Additional CDRLs may be added at the Task/Delivery Order level as needed.

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HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. 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 proprietary 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 proprietary. 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 the spirit and intent of 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) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. 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.

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HQ C-2-0008 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

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HQ C-2-0009 ASSIGNMENT OF SERIAL NUMBER(S) (NAVSEA) (SEP 1990)

The Contractor shall request serial number assignment, in writing, from the Cognizant Technical Program Office, with a copy to the cognizant Contract Administration Office. The request for serial number assignment shall contain the following minimum information:

- (a) Contract number;
- (b) Assigned line item number and description;
- (c) Assigned type designation;
- (d) Assigned model number;
- (e) Top drawing number and ID (List of Drawings) number;
- (f) Exact quantity for which serial numbers are being requested, including preproduction samples required by the contract; and
- (g) National Stock Number

**HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO
AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, 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 database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will 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.

(f) 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 legends 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.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal **to be inserted at time of award**, dated **to be inserted at time of award** in response to NAVSEA Solicitation No. **N61331-17-R-0003**.

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

**HQ C-2-0024 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA)
(NOV 1996)**

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)

**HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II
(NAVSEA) (SEP 2009)**

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause 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.

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

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(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.

(End of Text)

**HQ C-2-0033 LIMITATION OF LIABILITY - HIGH VALUE ITEMS (NAVSEA)
(JUN 1992)**

The following items are subject to the clause of this contract entitled "LIMITATION OF LIABILITY--HIGH VALUE ITEMS" (FAR 52.246-24):

*To be identified on task/delivery orders as applicable.

HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

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

(c) 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.

(End of Text)

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HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the

Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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

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

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

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

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

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(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.

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall 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 by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 PACKAGING OF DATA (NAVSEA) (JULY 2016)

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 with Change 2 dated 18 May 2016.

HQ D-1-0002 PACKAGING OF SUPPLIES

The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

(End of Text)

HQ D-2-0005 IDENTIFICATION MARKING OF PARTS – ALTERNATE I (NAVSEA) (APR 2015)

(a) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such 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 equipments and electrical parts when used in equipments 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(1) dated 10 November 2010, or, where MIL-STD-1285D(1) 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 equipments and electronic parts when used in equipments 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. 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)

HQ D-2-0006 MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

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

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

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

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

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

Section E - Inspection and Acceptance

INSPECTION & ACCEPTANCE TERMS

Unless otherwise specified in the individual delivery/task orders, supplies and 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	N/A
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT**52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

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

ANSI/ISO/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

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION DELIVERIES

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

**To be filled in at the Task/Delivery Order level when applicable.

HQ E-1-0004 INSPECTION AND ACCEPTANCE OF F.O.B. ORIGIN DELIVERIES

Item(s) ** - Inspection and acceptance shall be made at source by a representative of the cognizant Contract Administration Office.

**To be filled in at the Task/Delivery Order level when applicable.

(End of Text)

HQ E-2-0003 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (APR 2015)

Calibration System Requirements. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540.3-2006.

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0004 COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (APR 2017)

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2015 Quality Management Systems 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 require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0017 USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (MAY 1995)

Use of Contractor's Inspection Equipment: The contractor's gauges, and measuring and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operations of such devices and for verification of their accuracy and condition.

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

The contract period of performance shall be effective from date of award and shall continue for a base period of twelve (12) months thereafter with four (4) twelve (12) month option periods effective upon exercise of each option period, unless terminated in accordance with the terms and conditions of the contract. Additionally, individual orders issued under this contract shall specify the period of performance for each task/delivery order.

The estimated period of performance is as follows:

BASE YEAR

CLIN 0001 – From Award through 12 months thereafter.

CLIN 0002 – From Award through 12 months thereafter.

CLIN 0003 – From Award through 12 months thereafter.

CLIN 0004 - From Award through 12 months thereafter.

OPTION 1

CLIN 1001 – Exercise of Option through 12 months thereafter.

CLIN 1002 – Exercise of Option through 12 months thereafter.

CLIN 1003- Exercise of Option through 12 months thereafter.

OPTION 2

CLIN 2001 – Exercise of Option through 12 months thereafter.

CLIN 2002 – Exercise of Option through 12 months thereafter.

CLIN 2003 - Exercise of Option through 12 months thereafter.

OPTION 3

CLIN 3001 – Exercise of Option through 12 months thereafter.

CLIN 3002 – Exercise of Option through 12 months thereafter.

CLIN 3003 - Exercise of Option through 12 months thereafter.

OPTION 4

CLIN 4001 – Exercise of Option through 12 months thereafter.

CLIN 4002 – Exercise of Option through 12 months thereafter.

CLIN 4003 - Exercise of Option through 12 months thereafter.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

HQ F-2-0004 F.O.B. DESTINATION (NAVSEA) (APR 2015)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the delivery instructions specified herein.

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

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

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

(End of Text)

HQ F-2-0005 F.O.B. ORIGIN (NAVSEA) (APR 2015)

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, **To be inserted at time of award**, for shipment at Government expense (normally on Government bill(s) of lading) in accordance with the delivery instructions specified herein.

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

If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to **To be inserted at time of award**, with a copy to the cognizant Contract Administration Office.

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

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

(End of Text)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7006	Billing Instructions	OCT 2005
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

252.204-0003 LINE ITEM SPECIFIC: CONTRACTING OFFICER SPECIFIED ACRN ORDER. (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below, exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item	ACRN Order
<u>TBD on DO</u>	_____
_____	_____

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

INVOICE & RECEIVING REPORT (COMBO)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

TBD at Delivery Order Level

(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* TBD at Delivery Order Level

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

TBD at Delivery Order Level

(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.

TBD at Delivery Order Level

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(End of Text)

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

ATTN: TBD
NAVAL SURFACE WARFARE CENTER
PANAMA CITY DIVISION (NSWC PCD)
110 VERNON AVENUE
PANAMA CITY, FL 32407-7001
Telephone No. 850-XXX-XXXX (TBD)
Email Address: TBD@navy.mil

(End of Text)

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PROCURING CONTRACTING OFFICER (PCO)

Ms. Wanda Cutchin, Code 022
110 Vernon Ave
Panama City, FL 32407
wanda.cutchin@navy.mil
850-636-6140

CONTRACT SPECIALIST (CS)

Ms. Tiphane Spradlin, Code 022
110 Vernon Ave
Panama City, FL 32407
tiphanie.spradlin@navy.mil
850-636-6456

NSWC PCD is the only organization authorized to issue orders under this contract.

(End of Text)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

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

(b) 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.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(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.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(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.

(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; and (3) 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.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

(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)

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)

The Government will provide only that property identified in an attachment to Section J, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for use in the performance of this contract. **TO BE DETERMINED AT THE DELIVERY ORDER/TASK ORDER LEVEL.**

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
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	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
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	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
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	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
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	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-14	Limitations On Subcontracting	JAN 2017

52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.227-14	Rights in Data--General	MAY 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-7	Notification Of Changes	JAN 2017
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	NOV 2017
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984

52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
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	OCT 2016
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	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2017)	DEC 2017
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7013	Duty-Free Entry--Basic (May 2016)	MAY 2016
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013

252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7008	Sources of Electronic Parts	DEC 2017
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012

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)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$10,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$10 million**;

(2) Any order for a combination of items in excess of **\$15 million**; or

(3) A series of orders from the same ordering office within **five** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **two** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)

(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.

CLIN(s)	Period	Latest Option Exercise Date
1001-1003	Option 1	No later than 12 months after contract award date.
2001-2003	Option 2	No later than 24 months after contract award date.
3001-3003	Option 3	No later than 36 months after contract award date.
4001-4003	Option 4	No later than 48 months after contract award date.

(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.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

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

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the

basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>
<https://www.acquisition.gov/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any **DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)** (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

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

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

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

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

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

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

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

Government's unit acquisition cost means--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

** Once per item.

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

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

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

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

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

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

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

(End of clause)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from **award through 5 years thereafter, subject to exercise of each option period.**

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

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) **delineated in individual delivery orders** to be issued under this line item is/are incrementally funded. For this/these item(s), the sum of **\$delineated in individual delivery orders** the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$-- **delineated in individual delivery orders.**

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

HQ J-2-0002 STANDARD LANGUAGE FOR CONTRACTS

Exhibit/ Attachment No.	Title	Pgs	Date
Exhibit A*	Contract Data Requirements List, DD Form 1423	24	05/01/2017
A.1	DI-MGMT-81864A, Contracting Officer's Management Report	5	03/13/2017
A.2	DI-MGMT-80441B, Government Property Inventory Report	2	10/21/2016
J.1*	Contract Security Classification Specification, DD Form 254	3	01/04/2017
J.2	Desired Qualifications for Key Personnel	1	Not dated
J.3	Staffing Plan Without Cost	1	Not dated
J.4	Potential Hazardous environments	1	Not dated
J.5	Past Performance Reference Template	1	Not dated
J.6	Past Performance Questionnaire	1	Not dated
J.7*	Government Furnished Property (GFP) List	1	Not dated
J.8	Historical Data	1	Not dated
J.9	DD1155 MK 105 MOD 4 Depot Level Maintenance, Inventory, Logistics & Engineering Support	18	Not dated
J.10	DD1155 MK 105 MOD 4 Float Fixture Set Install	13	Not dated
J.11	DD1155 MK 105 MOD 4 Starboard Main Float Fabrication Support	13	Not dated

*Denotes attachments that will become part of the contract.

(End of Text)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

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

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

(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 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

(iv) 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.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

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

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

(viii) 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.

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

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). 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.

(xi) 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.

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

(xiii) 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.

(xiv) 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.

(xv) 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.

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

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

(xviii) 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 \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxi) 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.

(xxii) 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.]

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

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

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

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

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

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

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

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

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

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-13	Notice Of Progress Payments	APR 1984
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

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

- (1) ASSIST (<https://assist.dla.mil/online/start/>);
- (2) Quick Search (<http://quicksearch.dla.mil/>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

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

- (1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIRM-FIXED-PRICE (FFP) Indefinite Delivery/Indefinite Quantity (ID/IQ)** 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. Wanda Cutchin, Code 022
c/o NSWC PCD
110 Vernon Avenue
Panama City, Florida 32407

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

(End of provision)

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

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

<http://farsite.hill.af.mil/>
<https://www.acquisition.gov/>

(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 (DFARS)** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.215-7008 ONLY ONE OFFER (OCT 2013)

(a) After initial submission of offers, the Offeror agrees to submit any subsequently requested additional cost or pricing data if the Contracting Officer notifies the Offeror that--

(1) Only one offer was received; and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Requirement for submission of additional cost or pricing data. Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows:

(1) If the Contracting Officer notifies the Offeror that additional cost or pricing data are required in accordance with paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)).

(2) Exceptions from certified cost or pricing data. In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or/similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; or

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(3) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(4) Requirements for certified cost or pricing data. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used, unless the Contracting Officer and the Offeror agree to a different format.

(ii) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(d) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

HQ L-2-0001 ALTERNATIVES TO SPECIFICATIONS OR STANDARDS (NAVSEA) (AUG 1994)

(a) The Department of Defense is committed to minimizing the incorporation of military and outdated federal and commercial specifications and standards in contracts and is seeking to use alternative, tailored or updated non-government specifications and standards to the maximum extent practicable to satisfy the requirements.

(b) This solicitation contains military, federal and non-government specifications and standards. To assist in the standardization of military/commercial specifications and standards and to enable the Government to evaluate current commercial practices, offerors are invited to propose (1) alternatives to those mandatory military, federal or commercial specifications and standards listed in this solicitation and/or (2) tailoring of mandatory military or federal specifications and standards identified in this solicitation.

(c) Offerors are invited to demonstrate whether the mandatory military, federal or non-government specifications and standards are advantageous to the Government and whether commercial specifications and standards or tailored specifications listed herein would meet the mandatory performance requirements specified in this solicitation. Offerors

should list below any commercial specification or standard and the specification or standard from the solicitation which it would replace. Any proposed tailored specifications should also be listed. Use additional pages as necessary.

SPEC/STD PROPOSED

SPEC/STD REPLACED (Including number, rev. and date)

A copy of any proposed alternative commercial specifications or standards as well as any tailored specifications and standards shall be included in the offeror's proposal. Rationale which describes the advantages of the proposed alternative shall also be included in the offeror's proposal as detailed in the paragraph entitled "Instructions to Offerors" contained in Section L of this solicitation.

(d) The Government shall consider the alternative specifications and standards in meeting the solicitation requirements during the source selection evaluation. Evaluation criteria for alternative specifications and standards is contained in Section M of this solicitation. If the Government accepts the proposed alternative specifications and standards, the offeror's proposal may be incorporated into the resultant contract, either in whole or in part, at the Government's discretion. It is requested that all recommendations be submitted within _____ days from the date of this solicitation. Acceptance by the Government of alternative specifications or standards does not obligate the Government to conduct discussions under this solicitation.

(End of Provision)

HQ L-2-0003 FACILITY SECURITY CLEARANCE (NAVSEA) (FEB 2012)

(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 **SECRET** level. 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.

HQ L-2-0005 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(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 provides support to the NSWC PCD A Department, 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) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational

Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to 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. 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.

INSTRUCTION TO OFFERORS

ADDITIONAL INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.

1.0 GENERAL

To maximize efficiency and minimize the time for proposal evaluation, Offerors and their subcontractors shall submit their proposals in accordance with Section L. This competitive solicitation and resulting contract is reserved for small business contractors only. Proposals from other contractors will not be considered.

1.1 It is the Offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts within the solicitation documents attached hereto or incorporated by reference.

1.2 All questions should be submitted within **15 calendar days** after issuance of this solicitation to the cognizant Contract Specialist Tiphonie Spradlin at Tiphonie.Spradlin@navy.mil. Questions submitted after 15 calendar days may or may not be answered prior to the closing date. Further, responses to late questions provided may not result in an extension of the solicitation closing date and time. Offeror's questions that are answered will be addressed in subsequent amendments to the solicitation and will be posted to the Federal Business Opportunities Web page (FedBizOps) at <https://www.fbo.gov>. Although every effort will be made, the Government makes no guarantee that all questions received within the allotted timeframe will be answered.

1.3 Award will be made under this solicitation based on a best value source selection process. **Proposals shall be emailed to tiphanie.spradlin@navy.mil by 1600 on 12 April 2018.** Each Offeror shall submit its proposals in its entirety **ELECTRONICALLY**. No hard copies will be accepted.

1.4 The Subject Line of the e-mail shall state the following: MK105, VOL#, CONTRACTOR NAME.

1.5 E-mails cannot exceed 5 MB. Each individual volume of the proposal may be sent separately in an individual email. Each individual volume of the Proposal shall stand on its own as complete and inclusive and shall contain all pertinent information in sufficient detail to permit evaluation of the particular area of interest. All Volumes shall be unclassified.

1.6 It is recommended that if any sensitive or controlled unclassified information is submitted, the information should be encrypted. Microsoft Office 2010 compatible files are required. All filenames shall include the Offeror's company name and title/subject of file content; all files shall be named with the file extension .doc, .xls, .ppt, or .pdf.

1.7 Each proposal must be sufficiently complete to demonstrate the manner in which it is proposed to comply with the applicable requirements of the solicitation. Brochuremanship is not desired; clarity and completeness are essential. Elaborate art work or expensive visual aids are neither necessary nor wanted and may be construed as an indication of the offeror's lack of price consciousness.

1.8 To allow for procurement lead time and a fair and equitable evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract start date of **28 August 2018**. This date is only an estimate of the anticipated contract start date and will be used for the purpose of proposal evaluation only. A definitive Contract performance start date will be incorporated into the Contract award document.

2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

2.1 Electronic Submission: Proposals shall be submitted via email to the contract specialist by the solicitation closing date and time specified on the cover page of this solicitation, block (9). In the rare event the contract specialist's email malfunctions, Offerors shall make arrangements with the Contracting Officer prior to the solicitation closing date and time to submit a proposal electronically. Failure to submit a complete proposal prior to the solicitation closing date and time will render the proposal late and unacceptable.

2.2 Proposal Format: Failure to comply with the detailed instructions of Section L may render the proposal non-responsive and ineligible for award.

2.2.1 Page Limits: Table 2.2.1 identifies page limitations for each volume of the proposal. If exceeded, excess pages will not be read or considered in proposal evaluation. When both sides of a sheet display printed material, it shall be counted as two pages. Graphs, charts, and tables are included in the page count.

TABLE 2.2.1 - PAGE LIMITATIONS

Volume	Contents	Page Limit
I	Legal Offer	No page limit
II	Non-Price Proposal	Limited to 50 pages
III	Price Proposal	No page limit

The following are **not** included in the page limitations above:

- a. Title/Cover pages
- b. Tables of contents
- c. Glossaries of abbreviations and acronyms
- d. Subcontracting/Teaming/Consulting Agreements, letters of intent for key personnel
- e. Proposal Cross-Reference Tables
- f. Past Performance Reference - limited to five pages each
- g. Resumes - limited to three pages each
- h. OCI Mitigation Plan (if required)
- i. Quality Assurance Plan

j. Section J Attachments

2.2.2 Electronic Proposal Requirements:

The electronic proposal shall meet the following format requirements:

- a. Instructions regarding use of certain electronic products (i.e., Microsoft Office Products, Adobe) listed herein shall not be construed as Government endorsement of specified products.
- b. All file names shall include the Offeror's company name and title/subject of file content; all files shall be named with the file extension .doc, .xls, .ppt, or .pdf.
- c. Compression tools are limited to PKZip or WinZip.
- d. The electronic proposal, Volumes I, II and III, shall be prepared so that if printed, the proposal meets the following format requirements: 8.5 x 11 inch paper, 12 point times new roman font, single-spaced typed with 1 inch margins.
- e. No graphics or pictures other than required or necessary graphs/tables/charts are allowable in any volume of the proposal.
- f. The font size for text contained in embedded graphics (tables and illustrations) shall be no smaller than 8 point Times New Roman font.
- g. Volumes I, II and III shall be submitted utilizing Microsoft Office Word 2010 compatible software.

2.2.3 Cover Page, Table of Contents, and Proposal Cross-Reference Table:

- a. Each proposal volume must include a Cover Page and a Table of Contents.
- b. Volume I shall include a Master Table of Contents and a Proposal Cross-Reference Table. The Proposal Cross-Reference Table shall indicate the required proposal content and the section/page number where this content appears in the proposal.
- c. The Cover Page shall identify the solicitation number, proposal volume and title, the Offeror's name, address, phone number and electronic address.

2.2.4 GLOSSARY OF ABBREVIATIONS AND ACRONYMS:

Each volume shall contain a glossary including all abbreviations, acronyms and corresponding definitions.

2.2.5 No cost or pricing information shall be included in Volume II, Non-Price Proposal.

3.0 PROPOSAL CONTENT AND DETAILED INSTRUCTIONS FOR EACH PROPOSAL SECTION

3.1 VOLUME I, LEGAL OFFER – The offer must specify the following via a cover letter:

3.1.1 The Legal Offer

- a. Identifying: (1) the solicitation number, (2) all enclosures being transmitted as part of the proposal, and; (3) acknowledgement that it transmits an offer in response to the solicitation.
- b. It shall state that the proposal is valid through **180 days after the proposal due date**.
- c. A statement specifying the Offeror's unconditional agreement to the terms and conditions of the solicitation and agreement to furnish any and all items upon which prices are offered at the price set for each item.
- d. Names, titles, phone numbers and electronic addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.

- e. Names, 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.
- f. Per 3.1.4, Organizational Conflict of Interest, if no conflicts of interest exist, then the Offeror shall clearly state this in its cover letter.

3.1.2 Signed SF33 and acknowledgement of all amendment(s) by either submitting a signed copy of each amendment or acknowledging each amendment in Block 14 on the SF33.

3.1.3 SECTION B - Complete all CLIN and SLIN pricing. Pricing information shall be submitted by completing Section B of the solicitation and completing pricing for each proposed DD1155 (Attachments J.9, J.10, and J.11). One or more of the proposed DD1155's may be awarded at contract award. Offerors shall propose a profit rate to be applied in all delivery orders to be issued under the resulting contract. The profit rate applied to Attachments J.9, J.10, and J.11 shall be used for all future delivery orders. Offerors shall breakout the profit for each proposed DD1155 (Attachments J.9, J.10, and J.11).

3.1.4 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AND MITIGATION PLAN

Due to the nature and scope of the work encompassed by this solicitation, the Government requires that there be no conflict which would preclude the prime Contractor from performing any portion of the Statement of Work, regardless of whether it intends to subcontract that portion. Due to the nature of the work outlined in Section C, the Government anticipates that organizational conflicts of interest (OCIs), including impaired objectivity OCIs, will arise for Offerors that perform under other Federal contracts as prime Contractor or Subcontractor for hardware, software, system design, integration, or production of the systems that will be covered by this solicitation. The Government is most concerned about potential OCIs in the following scenarios: (1) when a Contractor's work under one Government contract could entail its evaluating itself or a related entity, either through an assessment of performance under another contract or an evaluation of proposals (impaired objectivity OCIs); (2) when performance of the work under this solicitation would place an Offeror in a position to make technical, design, or programmatic recommendations that would include hardware, software, system design, integration, or production of systems provided by the Offeror's organization; or (3) when the provision of the engineering and technical direction described in Section C and L would create the situation prohibited by FAR 9.505-1 because the Offeror is currently a prime Contractor, Subcontractor, or consultant on a contract for the supply of a system covered by this solicitation or any of its major components.

Therefore, if any Offeror may have an OCI, or if any Offeror has taken any steps to eliminate an OCI and the Offeror believes that the conflict no longer exists, the Offeror must notify the Government and must submit an OCI mitigation plan with its proposal. Failure by an Offeror that has identified a potential OCI or eliminated OCI to submit an OCI mitigation plan with its proposal shall be considered grounds for disqualification from award. The Government will not accept mitigation measures for impaired objectivity OCIs. For any OCI, the Government will not accept mitigation or elimination measures: (1) that create an additional burden on the Government to implement; (2) that involve directed Subcontractors or creating separate lines of reporting or any modification to the Government/prime Contractor relationship; or (3) that are deemed in the sole discretion of the contracting officer to provide insufficient organizational independence between the prime Contractor or a Subcontractor under this contract and a prime Contractor or Subcontractor for hardware, software, system design, integration, or production of the systems that will be covered by this solicitation.

This is not an exhaustive list of measures that will be considered inadequate to protect the Government. It is an illustrative list provided in an effort to ensure that all Offerors understand the Government's expectations and intent to avoid OCIs. The Government reserves the right to determine whether or not any mitigation plan provided by an Offeror is sufficient to protect the Government's interests. The Government also does not intend to accept any mitigation measures that involve additional oversight or commitment of resources by the Government, such as agency review of Contractor deliverables, internal review of task assignments for OCI before issuance, or formalized monthly reviews of work performed and projected. All Offerors are directed to review and comply fully with the OCI clause included in Sections C and L of this solicitation (ORGANIZATIONAL CONFLICT OF

INTEREST (NAVSEA) (JUL 2000) and NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994) respectively).

In accordance with Section C, the OCI clause of this section, and the Organizational Conflict of Interest Clause, Offerors shall identify any and all conflicts of interest or potential conflicts of interest related to this solicitation. Offerors shall follow the below described two-step process for identifying known or potential OCI issues to the Government for this solicitation.

Step 1: If conflicts of interest are real, possible, or perceived, the Contractor shall submit a letter identifying those OCI issues and the strategy that the Offeror intends to use for mitigation, within fourteen days of the release of the solicitation. This letter will be for notification purposes only, for the Government to conduct any necessary research, and no determination will be made by the Government at that time. If no OCI issues are present or anticipated, no action is required of the Offeror within this window.

Step 2: If OCI issues are present or anticipated, Offerors shall submit an OCI mitigation plan as part of their proposal submission. If no conflicts of interest exist, then the Offeror shall clearly state this in its cover letter, in addition to providing their corporate policy for resolving OCIs. Organizational charts and/or corporate policy are authorized to be submitted in addition to the OCI Mitigation Plan. The Offeror's OCI Mitigation Plan shall be provided as part of the price proposal.

3.1.5 SECTION K – Complete Section K – Representations, Certifications, and Other Statements of Offerors.
Small Business Program Representation: The Offeror shall represent its size status in accordance with the size standard that corresponds to the North Atlantic Industry Classification System (NAICS) code assigned to this solicitation. The North American Industry Classification System (NAICS) code for this acquisition is **334511**. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

3.2 VOLUME II, NON-PRICE PROPOSAL

3.2.1 GENERAL GUIDANCE

- a. The Non-Price Proposal shall not contain any reference to cost or price.
- b. The Non-Price Proposal should be written so that management and engineering oriented personnel can evaluate the proposal and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be specific, detailed and complete as to clearly and fully demonstrate that the prospective Contractor has a clear understanding of the technical requirements contained in Section C of this solicitation. Statements such as "the Offeror understands", "will comply with the Statement of Work," "standard procedures will be employed"; "well known techniques will be used" and general paraphrasing of the Statement of Work are considered inadequate.
- c. In the event any portion of the Non-Price Proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the Offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the Offeror's, and the portion of the Non-Price Proposal he/she wrote.
- d. Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the Non-Price Proposal by reference.
- e. To assist the Contractor with the scope of this requirement, the following Government estimate is provided:

Task Area	Task Breakout	Base Year Hours	Option 1 Hours	Option 2 Hours	Option 3 Hours	Option 4 Hours
3.1	Alteration, Modification, Repair, & Overhaul Systems	49,920	49,920	49,920	49,920	49,920
3.2	Induction Inspection	720	720	720	720	720
3.3	Configuration Change & Control	17,990	17,990	17,990	17,990	17,990
3.4	Configuration Audits & Reviews	2,750	2,750	2,750	2,750	2,750
3.5	Hazardous Materials Management Program	750	750	750	750	750
3.6	Technical Manuals	2,000	2,000	2,000	2,000	2,000
3.7	Logistics & Provisioning Technical Documentation	8,500	8,500	8,500	8,500	8,500
3.8	Packaging, Handling, Storage & Transportation	6,240	6,240	6,240	6,240	6,240
3.9	Basic Contract Progress, Status, & Management Report	2,000	2,000	2,000	2,000	2,000
3.10	Quality Assurance	1,800	1,800	1,800	1,800	1,800
3.11	Safety & Health	750	750	750	750	750
3.12	Accident Reporting	750	750	750	750	750
3.13	Damage Reporting	750	750	750	750	750
	TOTAL EFFORT	94,920	94,920	94,920	94,920	94,920

3.2.2 EVALUATION FACTORS

Offerors must address each Factor.

FACTOR 1 – TECHNICAL APPROACH

- a. Describe the Offeror's technical approach for providing design and fabrication services for the alteration, modification, repair, and overhaul of the MK 105 System and support equipment in accordance with the Statement of Work.
- b. Describe the Offeror's structure and platform component inspection, operational testing, and nondestructive inspection. Describe the Offeror's technical approach for a MK-105 system tear down and inspection. Specifically discuss the GFM and GFI that will be required.
- c. Describe the facilities and test equipment that will be required to conduct and document induction inspections in accordance with the Statement of Work. Additionally address the technical documentation that will be generated.
- d. **PROPOSED DELIVERY ORDERS** – The Offeror shall address the below items for each individual DD1155.
 - i. Address how the Offeror will specifically execute the three proposed delivery orders identified in Attachments J.9 – J.11.
 - ii. Describe any engineering and technical disciplines required to meet the requirements of the three proposed delivery orders.
 - iii. Address delivery schedule for the three proposed delivery orders, Attachments J.9 – J.11.

FACTOR 2 – MANAGEMENT APPROACH

Offeror shall provide the following:

1. Management Plan:

- a. A Project Organizational Structure that shows how the Project Organizational Structure will be integrated into the corporate structure. The Project Organizational Structure shall identify key personnel and clear lines of authority.
- b. Detail the Program Manager's responsibilities and authority under this contract.

2. Quality Assurance Plan:

- a. Include: Quality control chart with lines of authority, inspection methodology, assessment methodology, corrective procedures, and follow-up procedures.
- b. Explain how the quality assurance process will ensure consistent, full compliance with this contract with minimal Government oversight.

FACTOR 3 – RESOURCE MANAGEMENT

Offeror shall provide the following:

1. Staffing Plan

- a. Complete Attachment J.3, Staffing Plan **WITHOUT** Cost. **Do not** include "Cost/Price" information or provide information violating the Privacy Act in Attachment J.3.
- b. Describe the recruitment and retention methodologies to fulfill the requirements of the SOW.
- c. Describe your plan for training personnel to meet and maintain qualifications and certifications.
- d. The Staffing Plan narrative shall be included in the page count for Volume II.

2. Estimated Labor Mix

- a. Provide the proposed labor mix and rationale for the proposed labor mix. The proposed labor mix shall include the percentage of total senior, mid-level, and junior personnel proposed. The burden lies with the Offeror to balance staffing with their proposed labor mix and remain competitive at the same time. The Offeror shall explain deviations from the estimated labor mix provided in the table below. The estimated labor mix shown in the table below is provided for information purposes only.

Level	Years of Experience	% of Work
Senior	More than 5 years of relevant experience	10%
Mid-level	From 2 years to 5 years of relevant experience	70%
Junior	Less than 2 years relevant experience	20%

3. Subcontracting

- a. Discuss the SOW functions you intend to subcontract.
- b. Describe how you will select and manage subcontractors.

- c. Provide a copy of any subcontracting/teaming/consulting agreements, signed by both parties, proposed to fulfill any direct charged part of the solicitation. The agreement should show the specific technical work areas to be contracted and the projected labor categories (key/non-key support). It shall be fully consistent with other portions of the proposal to include resumes submitted and the Price Proposal. Agreements shall be submitted only for those Subcontractors or consultants who are priced in the Price Proposal.

4. Key Personnel Resumes

- a. Submit resumes for Key Personnel. Attachment J.2 lists the desired qualifications for Key Personnel. It is provided as a guide to notify Offerors of the types of experience and training that the Government considers important to successfully execute the Contract. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates the ability of proposed personnel to satisfactorily fulfill the Contract requirements. Do not provide information that will violate the Privacy Act.
- b. If the proposed key personnel are not current employees of the Offeror or proposed Subcontractor, a signed copy of the acceptance letter shall be provided. An additional copy of this letter shall be provided in the Price Proposal which identifies a projected start date and agreed to annual salary.
- c. Key Personnel Resumes shall contain the following information:
 1. Years of Experience
 2. New/Current Position/Title/Company
 3. Education and work development history
 4. Chronology of work experience with emphasis on SOW related experience

FACTOR 4 – PAST PERFORMANCE

- a. Provide up to three past performance references, Attachment J.5, that reflect recent, relevant experience within the last five years, *as of the solicitation release date*, that demonstrate the Offeror's ability to handle the scope and breadth of the SOW. Three of the Prime's relevant past performances are desired, however, the Government will accept two Prime past performance references and one past performance reference from a teamed subcontractor. Example contracts may have been performed for Federal, State, and/or local Governments, as well as private industry.
- b. Include the following information for each past performance reference:
 1. Contract/Task Order number
 2. Contract type
 3. Program name
 4. Total contract price
 5. Short description of work performed
 6. Description of how the work performed is relevant to the requirements in the SOW
 7. Names and valid phone number, e-mail address, and mailing address for the Procuring Contracting Officer (PCO)
 8. Contracting Officer's Representative (COR) and Program Manager (PM)
- c. Provide Attachment J.6 - Past Performance Questionnaire, to the Government Point of Contact for each provided past performance reference for completion and submission directly to the Contract Specialist identified in Section G. It is the Offeror's responsibility to ensure that the Government POCs for the past performance references submit the completed attachment prior to proposal due date.
- d. Offerors are responsible for providing contract descriptions and applicable experience in sufficient detail to permit evaluation of the example contract's relevancy. If the Offeror does not provide up to three past performance references during the last five years, the Offeror shall address this and provide a written narrative detailing the reasons for not providing three references.

- e. The relevancy of Offerors' past work and how this experience will assist in performing under this contract shall be explained in detail. Offerors are advised that: (1) the Government may contact any or all references in the proposal and third parties (such as other customers, the DoD Past Performance Information Retrieval System (PPIRS), other Government contractors, the Environmental Protection Agency, the Department of Labor, consumer protection organizations, etc.) for performance information; (2) the Government reserves the right to use any such information received as part of its evaluation of the Offeror's past performance; (3) the Government reserves the right to directly solicit input on the Offeror's past performance from any other sources and the Government may use any other data available to its evaluators, including the personal knowledge of those individuals; and (4) if the Offeror omits projects of which the Government evaluation team is aware or becomes aware, customer assessments may be sought from the relevant organization.
- f. The Government reserves the right to limit or expand the number of references it contacts and to contact references other than those provided by the Offeror. If subcontracting is proposed for subject Contract, past performance references where the Offeror has served as a prime Contractor with Subcontractors would be of interest.
- g. If past performance is supplied for a firm who's CAGE CODE and DUNS Number does not match the CAGE CODE and DUNS NUMBER for the offeror, the offeror **MUST** provide a **DETAILED** written explanation of how the past performance information is relevant. For example, if the offeror provides past performance data from a different firm with a different CAGE CODE and DUNS NUMBER, the offeror's proposal **MUST** clearly demonstrate how Offerors will employ into this Contract the same policies, procedures, processes, management, and similar systems and delineate how the offeror will achieve the same high quality of past performance in performance of this Contract. The proposal must clearly show how experience from any other entity other than the offeror is relevant to the offeror's ability to perform. The relevant considerations are whether the resources of a different firm will be provided or relied upon for contract performance such that the other firms(s) will have meaningful involvement in contract performance. Failure to provide an adequate connection and link between the offeror and the submitted past performance from a different firm(s) may result in a lower relevancy rating.

3.3 VOLUME III - FACTOR 5 - PRICE PROPOSAL

3.3.1 GENERAL GUIDANCE

- a. Pricing information shall be submitted by completing Section B of the solicitation and completing pricing for each proposed DD1155 (Attachments J.9, J.10, and J.11). One or more of the proposed DD1155's may be awarded at contract award. Offerors shall breakout the profit for each proposed DD1155 (Attachments J.9, J.10, and J.11).
- b. If any amendments to the solicitation are issued the Offeror must ensure that such amendment(s) are signed, dated, and returned and/or acknowledged in Block 14 of the SF 33 (section A).
- c. Please ensure all the information for your company is current within the System For Award Management.

3.3.2 MATERIAL AND TRAVEL

- a. The Government's unburdened totals for travel and material under this effort are listed below for tasking specified in the Statement of Work. The fully burdened material and travel amount **MUST** be included in Section B of the offer for all applicable CLINs. The management of travel between the prime and any subcontractors shall be described.

Period	Materials (unburdened)	Travel (unburdened)
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Base	\$4,500,000.00	\$140,000.00
Option 1	\$4,500,000.00	\$140,000.00
Option 2	\$4,500,000.00	\$140,000.00
Option 3	\$4,500,000.00	\$140,000.00
Option 4	\$4,500,000.00	\$140,000.00
Total all years	\$22,500,000.00	\$700,000.00

- b. The proposed direct charge of any item, such that title transfers to the Government under the provisions of FAR 52.245-1, Government Property, is not acceptable unless specifically authorized in writing under this Contract.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

HQ M-2-0009 CONTRACT AWARD (NAVSEA) (SEP 1990)

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-1 which provides that the contract will be awarded to that responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation. "Factors" and "subfactors" shall include all of those evaluation factors and subfactors which are described in this Section M.

(End of Provision)

BASIS OF AWARD

1. The proposal must comply with all material aspects of the requirements of law, regulation and conditions set forth in this solicitation.
2. The government anticipates a single IDIQ contract award resulting from this solicitation.
3. The Government intends to evaluate proposals and award based upon initial offers. Therefore, the Offerors initial proposal should contain the Offeror's best terms from a cost and technical standpoint. The Government reserves the right to award a contract without discussions with respective Offerors. The government, however, may conduct discussions if deemed in its best interest.
4. The award decision will be determined based on the Government's evaluation of each Offeror's complete proposal against the evaluation factors identified below. Award will be made to the Offeror whose proposal demonstrates the Best Value to the Government based on the evaluation factors. Best Value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101).
5. An "Unacceptable" in any factor may result in the Offeror's proposal being evaluated as technically unacceptable and ineligible for award.
6. While the Government may pay a premium for a technically superior proposal, it should be noted that premiums in excess of 10% require a higher level of approval, which will only be sought in extraordinary cases.
7. The Government may reject any or all proposals if such action is in the Government's interest.
8. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
9. Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
10. The following **definitions** will be used for the evaluations:

- a. **Deficiency** is a material failure of a proposal to meet a Government requirement or a combination of weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
- b. **Risk**, as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offerors proposed approach to achieving the technical factor or sub factor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.
- c. **Strength** is an aspect of an Offerors proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
- d. **Weakness** means a flaw in the proposal that increases the risk of unsuccessful contract performance.
- e. **Significant Weakness** means a flaw that appreciably increases the risk of unsuccessful contract performance.

11. The Government has established the relative importance of the factors as follows:

Factor 1 is more important than Factors 2, 3, and 4. Factors 2, 3, and 4 are equal in importance. When combined, Factors 1 through 4 are more important than Factor 5, Price. However, as competing proposals approach technical equality, Factor 5, Price will increase in importance.

BASIS OF EVALUATION

FACTOR 1, TECHNICAL APPROACH

Factor 1 will be evaluated as an overall factor with no sub factors. The Government will evaluate the degree to which the Offeror's technical approach is realistic, thorough and detailed as it relates to the following:

- a. Design and Fabrication services for the alteration, modification, repair, and overhaul of the MK 105 System and support equipment.
- b. Structure and platform component inspection, operational testing, nondestructive inspection and MK 105 system teardown and inspection.
- c. Facilities and test equipment to conduct and document induction inspections and technical documentation.
- d. Technical approach for the proposed delivery orders (Attachments J.9, J.10, and J.11.).

FACTOR 2: MANAGEMENT APPROACH

Factor 2 will be evaluated as an overall factor with no sub factors. The Government will evaluate the degree to which the Offeror's management plan and quality assurance plan are realistic, thorough and detailed.

FACTOR 3: RESOURCE MANAGEMENT

Factor 3 will be evaluated as an overall factor with no sub factors. The Government will evaluate the degree to which the Offeror's staffing plan, estimated labor mix; subcontracting and key personnel resumes are realistic, thorough and detailed.

The following **adjectival ratings/definitions** shall be used for the evaluation of Factors 1, 2, and 3. The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses and deficiencies in determining technical ratings.

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

FACTOR 4: PAST PERFORMANCE

Factor 4 will be evaluated as an overall factor with no sub factors. The Government will evaluate the recency, relevancy and quality of the past performance information to assign a performance confidence rating.

Recency - The first aspect of Past Performance determines if the Offeror's past performance references meet the time period established in Section L of this document.

Relevancy - The second aspect of Past Performance determines how relevant a recent effort accomplished by the Offeror is to the solicitation requirements, particularly if the effort is similar in size, scope and complexity. Relevancy of the past performance information shall be evaluated as follows:

PAST PERFORMANCE RELEVANCY RATING	
Rating	Definition
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, 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.

Quality - The third aspect of Past Performance is to establish the overall quality of the Offerors past performance. The Government will review all past performance information collected and determine the quality of the Offerors performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment. A separate quality assessment rating will not be assigned.

Sources of Past Performance Information for the Performance Confidence Assessment are as follows:

- Past performance information may be provided by the Offeror, as solicited.
- Past performance information may be obtained from questionnaires tailored to the circumstances of the acquisition.
- Past performance information shall be obtained from any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers, and Fee Determining Officials.

The Government will use the adjectival ratings disclosed in the table below for the Performance Confidence Assessment which considers the recency, relevancy and quality of the past performance information evaluated.

PERFORMANCE CONFIDENCE ASSESSMENT	
Adjectival Rating	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral 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.
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.

Offerors with no relevant performance history or whose performance record is so limited that no performance confidence assessment can be assigned will receive a rating of "Neutral Confidence," meaning that the Offeror will not be evaluated favorably or unfavorably.

FACTOR 5: TOTAL EVALUATED PRICE

- This effort is firm-fixed-price. The total evaluated price will be calculated by adding all the CLINs 0001-4003 in Section B and the total pricing for each DD1155 delivery order, attachments J.9, J.10, and J.11. One or more of the proposed DD1155's may be awarded at contract award. Offerors shall breakout the profit for each proposed DD1155 (Attachments J.9, J.10, and J.11).
- The firm fixed prices submitted for Attachments J.9, J.10, and J.11 shall be used for delivery order award determination and issuance of the first delivery order. At time of award, the Government will determine which delivery order(s) will be awarded.
- As a result, the risk of price escalation is on the Contractor and not the Government. Therefore, the Government will not conduct a price realism analysis.
- The Government will only evaluate the proposed price for reasonableness.
- The Government anticipates adequate price competition and adequate price competition establishes reasonableness. However, the Government reserves the right to use other methods to determine reasonableness, but is not obligated to do so.

- f. The Government may reject a price proposal if it is materially unbalanced between line items or subline items.
- g. Awards will only be made to an Offeror that has no organizational conflict of interest as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan. Offerors are advised that technical proposals may be evaluated without consideration of any proposed Subcontractor which is deemed to have an organizational conflict of interest. If applicable, the Government will evaluate the Offerors, or applicable subcontractors, Organizational Conflict of Interest Mitigation Plan to determine whether or not the Government's interests are protected.