

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A3		PAGE OF PAGES 1 92			
2. CONTRACT NO.		3. SOLICITATION NO. N6339419R0017		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 11 Jul 2019		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NSWC PHD 022 4363 MISSILE WAY PORT HUENEME CA 93043				CODE N63394		8. ADDRESS OFFER TO (If other than Item 7) See Item 7					
TEL: FAX:						TEL: FAX:					
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 <u>12:00 PM</u> local time <u>10 Sep 2019</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME JASON TSAO		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 805-228-7146		C. E-MAIL ADDRESS jason.tsao@navy.mil					
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES						
X	A	SOLICITATION/ CONTRACT FORM		1 - 4	X	I	CONTRACT CLAUSES		57 - 67		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		5 - 13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS						
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT		14 - 36	X	J	LIST OF ATTACHMENTS		68		
X	D	PACKAGING AND MARKING		37 - 39	PART IV - REPRESENTATIONS AND INSTRUCTIONS						
X	E	INSPECTION AND ACCEPTANCE		40 - 43	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		69 - 74		
X	F	DELIVERIES OR PERFORMANCE		44 - 48							
X	G	CONTRACT ADMINISTRATION DATA		49 - 54	X	L	INSTRS, CONDS., AND NOTICES TO OFFERORS		75 - 87		
X	H	SPECIAL CONTRACT REQUIREMENTS		55 - 56	X	M	EVALUATION FACTORS FOR AWARD		88		
OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section SF 30 - BLOCK 14 CONTINUATION PAGE

AMENDMENT 0001 Q&A

QUESTION #1: Is there is an incumbent contract or contractor associated to the requirement? If any, please provide the contractor's name and contract number.

RESPONSE: The parts have previously been purchased under Contract No. N0002411C5302 from Lockheed Martin Corporation, 2323 Eastern Blvd, Baltimore, MD 21220-4207.

QUESTION #2: We would greatly appreciate an two week extension until 27 August 2019 for the due date of this RFP to allow sufficient time to submit a compliant proposal.

RESPONSE: The proposal due date has been extended.

QUESTION #3: After requesting the TDP and looking through the files, it seems the following drawings are missing:

1. 5597785-19 Horizontal Support Leg
2. 84168-001 Electrical Card Holders/Retainer
3. 84168-005 Electrical Card Holders/Retainer
4. 7105541-9 Cell Control Module (CCM) LSEQ Program
5. 7105542-9 Hazard Control Module (HCM) Assy
6. 7104914 TO 7104934 Cable Subassembly
7. 7104382-9 Access Panel LSEQ A1 No Parts List
8. 5223426 Shield-Gasket RFI
9. 7104385 Heat Exchanger
10. 7104386 Duct, Heat Exchanger
11. 7104228 Cover Back Panel Assy
12. 7104953-1 Label Caution 115 Volts

RESPONSE: The drawings will be provided to all JCP-registered requestors via AMRDEC SAFE with the exception of 7105541-9 Cell Control Module LSEQ Program 7105542-9 Hazard Control Module Assy, which are proprietary. This solicitation is for offers to purchase the LSEQ without the CCM and HCM.

AMENDMENT 0002 Q&A

QUESTION #1: Upon review of the top level drawing PN 7104340 and provided NORs there appear to be missing documents. NORs 031, 032, 037, 040 and 042 were not included with TDP. Please confirm if these NORs were intentionally left out.

RESPONSE: NORs 031, 032, 037, 040, and 042 are not required. The Government will provide the Control Modules required by LSEQ drawing 7104340 Find Numbers 3 and 4 as GFP to the contract awardee. Attachment J-3 has been revised to include those Control Modules.

QUESTION #2: With regard to response on Question #3 from Amendment 0001; The interpretation is NSWC PHD intends to order the launch sequencer less the CCM and HCM modules, how will the deliverable sequencer meet the FAT requirement short these modules? Is the Government providing them as test assets to test sequencers? This was not listed in the GFP list.

RESPONSE: The Government will provide the Control Modules required by LSEQ drawing 7104340 Find

Numbers 3 and 4 as GFP to the contract awardee. Attachment J-3 has been revised to include those Control Modules.

QUESTION #3: The top level test requirement WS20336 for the solicitation seems to be missing. Can we get assistance in obtaining this document, please?

RESPONSE: The drawing will be provided to all JCP-registered requestors via AMRDEC SAFE.

QUESTION #4: Several drawings contain proprietary markings and instructions to contact the contractor point of contact to obtain copies of the drawings. Please provide an updated point of contact that can provide the missing information. Examples of these drawings are:

8591694_NOR 001 (MVLS2-4068).docx
8591694rev-.docx
8591694rev-PL.docx
8591696_NOR 001 (MVLS2-4071).docx
8591696rev-.docx
8591696rev-PL.docx

RESPONSE: Drawings related to the Control Modules required by LSEQ drawing 7104340 Find Numbers 3 and 4 are not required. The Government will provide the Control Modules as GFP to the contract awardee. Attachment J-3 has been revised to include the Control Modules. Required drawings will be provided to all JCP-registered requestors via AMRDEC SAFE. Please direct all inquiries regarding this solicitation to the Contracting Officer, Michael Thompson, at michael.d.thompson4@navy.mil and Contract Specialist, Jason Tsao, at jason.tsao@navy.mil.

AMENDMENT 0003 Q&A

QUESTION #1: Based on the additional quantity complexities outlined within Amendment 0001 of the solicitation, the Offeror respectfully requests an extension to the solicitation response period until 27 October 2019.

RESPONSE: The proposal due date remains unchanged.

QUESTION #2: Is it the intention of NSWC PHD to receive the production units (40 Wks) after the completion of First Article? Or to receive the required production units at the same time the First Article Unit is completed? In the event of the latter, shall the Offeror assume a waived First Article requirement or will the FAR 52.209-3 First Article Approval-Contractor Testing Alternate II (Sept 1989) be added to the solicitation to allow the contract to meet this requirement?

RESPONSE: The contractor is required to deliver the first six production units under SLIN 0003AA at the same time the First Article Unit is delivered (i.e., 40 weeks ADC). The contractor shall deliver subsequent production units under SLIN 0003AA at a rate of six units per month (four weeks) until all of the quantities ordered under SLIN 0003AA have been delivered. For example, if the Government orders the maximum quantity of 54 production units under SLIN 0003AA, the contractor will be required to deliver the first six units within 40 weeks ADC, the second six units 44 weeks ADC, the next six units 48 weeks ADC, and so forth until all 54 units have been delivered. FAR 52.209-3 (Alternate I) has been removed and replaced with FAR 52.209-3 (Alternate II). The contract awardee is authorized to commence production to the extent essential to meet the delivery schedules in accordance with FAR 52.209-3 (Alternate II).

QUESTION #3: In regard to the base CLIN 0003AA, will the current delivery date (40 Wks. ADC) be adjusted to accommodate the required First Article Test Period and to allow adequate production time for the remaining units

under the CLIN?

RESPONSE: The contractor is required to deliver the first six production units under SLIN 0003AA at the same time the First Article Unit is delivered (i.e., 40 weeks ADC). The contractor shall deliver subsequent production units under SLIN 0003AA at a rate of six units per month (four weeks) until all of the quantities ordered under SLIN 0003AA have been delivered. For example, if the Government orders the maximum quantity of 54 production units under SLIN 0003AA, the contractor will be required to deliver the first six units within 40 weeks ADC, the second six units 44 weeks ADC, the next six units 48 weeks ADC, and so forth until all 54 units have been delivered. FAR 52.209-3 (Alternate I) has been removed and replaced with FAR 52.209-3 (Alternate II). The contract awardee is authorized to commence production to the extent essential to meet the delivery schedules in accordance with FAR 52.209-3 (Alternate II).

AMENDMENT 0004 Q&A

QUESTION #1: Section L states that past performance is for work completed within the last five years. Section M states that relevant past performance is graded for work completed in last three years. Will the Government update the Section M criteria to five years to reflect Section L's instructions?

RESPONSE: Section M has been revised to change the past performance criteria from three years to five years to reflect the instructions in Section L.

AMENDMENT 0005 Q&A

QUESTION #1: I have a couple more drawings that are missing from the TDP pertaining to the solicitation. Can we please get assistance in obtaining these drawings?

Drawing 7104931

Drawing 6388499

RESPONSE: The drawings will be provided to all JCP-registered requestors via AMRDEC SAFE.

AMENDMENT 0006 Q&A

QUESTION #1: I have another drawing that is missing from the TDP pertaining to the solicitation referenced in the subject line: Drawing WS20313. Can we please get assistance in obtaining these drawings?

RESPONSE: The drawing will be provided to all JCP-registered requestors via AMRDEC SAFE.

QUESTION #2: With the new quantities in the Stepladder pricing schemes, we are respectfully requesting a three week extension from August 27th to September 17th. The reason for this request is that we will have to re-quote all sub parts with subs required to ensure the best price to the Government.

RESPONSE: The proposal due date has been extended to 10 September 2019 at 12:00 PM (Pacific).

AMENDMENT 0007 Q&A

Question #1: There are two missing/corrupt files we need for N6339419R0017. We respectfully request these drawings be added/re-published.

- a) 5223484_ASSEMBLY_SOCKET_CONTACT (MISSING) (FN42_7104364_CABLE_A10W1)
- b) 7104931_-_CABLE_SUBASSY_W1B.PDF (is corrupt in the latest AMRDEC delivery)

Response: The drawings will be provided to all JCP-registered requestors via AMRDEC SAFE.

Section B - Supplies or Services and Prices

NOTE A

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

For all option CLINs with stepladder pricing, the Government may unilaterally exercise a given line item more than once prior to the latest option exercise date identified in clause FAR 52.217-7 (see Section I, below). Option CLINs with stepladder pricing may be exercised until the total quantity purchased equals the maximum quantity listed for that option CLIN in Section B.

If any line item is exercised more than once within a 60-day period, the unit price shall be adjusted to reflect the appropriate stepladder unit price for the entire quantity purchased within that 60-day period. The following hypothetical example illustrates how pricing will be adjusted for option CLIN 0004 if the line item is unilaterally exercised more than once within a 60-day period:

- For the purposes of this example, assume the following stepladder pricing:
 - Quantity 1-6 = \$100
 - Quantity 7-12 = \$90
- At first option exercise, \$200 is obligated to subline item (SLIN) 0004AA to provide funds to acquire a quantity of two at a unit cost of \$100.

$$2 * \$100 = \$200$$

- A second option is exercised within 60 days of the first option, obligating \$720 to SLIN 0004AB to provide funds to acquire an additional six units at a unit cost of \$90 for a total quantity of eight units, inclusive of the two units purchased under SLIN 0004AA.

$$8 * \$90 = \$720$$

- In order to provide for a total extended price of \$900 without altering the unit pricing of the first option exercise, the unit cost for SLIN 0004AB is adjusted downward to \$87.50.

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

- Following exercise of our first two options for CLIN 0004, our contract CLIN structure for CLIN 0004 is as follows:

CLIN	SLIN	UNIT COST	QUANTITY	EXTENDED PRICE	FUNDED AMOUNT
0004		\$90.00	10	\$900	\$1,620
0004	AA	\$100.00	2	\$200	\$200
0004	AB	\$87.50	8	\$700	\$700

(End of Text)

TOTAL CONTRACT QUANTITIES

Notwithstanding the sum of the stepladder pricing quantity ranges included above, no more than 146 MK 5 MOD 2 production units may be purchased under this contract:

Supply	Maximum Quantity
MK 5 MOD 2 (CLINs 0003 through 0007)	146

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	First Article Testing FFP Procure, fabricate, assemble and conduct First Article Testing (FAT) resulting in the delivery of one unit of the MK 5 Mod 2 in accordance with (IAW) the Statement of Work (SOW) and the Technical Data Package. Refer to Contract Data Requirement List (CDRLs) for item and data requirements. Payment will be made as a result of successful acceptance of FAT inspection.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	First Article Test MK 5 MOD 2 FFP Procure, fabricate, assemble and conduct FAT resulting in the delivery of one unit of the MK 5 Mod 2. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) PSC CD: 5963	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data Deliverables FFP Prepare, maintain, and deliver data IAW CDRLs A001 through A009 and applicable Data Item Description (DID). Government shall have unlimited rights to all data/tech data IAW DFARS 252.227-7013, unless an assertion is accepted by the Government IAW DFARS 252.227-7017. The cost for all data/tech generated by the contractor directly or indirectly in its performance of this effort is included in the price paid by the Government under CLINs 0001, 0003, 0004, 0005, 0006, and 0007. FOB: Destination PSC CD: 5963				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Production of MK 5 MOD 2 FFP Production Phase: Fabricate, assemble, and deliver MK 5 MOD 2, spare parts and associated equipment in accordance with Section C: Statement of Work (SOW) and the Technical Data Package. Refer to CDRLs for item and data requirements.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	MK 5 MOD 2 FFP See Note A regarding stepladder pricing applicable to this CLIN. A minimum quantity of one production unit and a maximum quantity of 54 production units may be ordered under CLIN 0003. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) PSC CD: 5963	54	Each		
NET AMT					

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
MK 5 MOD 2 Production (Base)	0003AA	1.00	6.00	
		7.00	12.00	
		13.00	18.00	
		19.00	54.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	MK 5 MOD 2 Production FFP Production Phase: Fabricate, assemble, and deliver MK 5 MOD 2, spare parts and associated equipment in accordance with Section C: Statement of Work (SOW) and the Technical Data Package. Refer to CDRLs for item and data requirements.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	MK 5 MOD 2 FFP See Note A regarding stepladder pricing applicable to this CLIN. A minimum quantity of one production unit and a maximum quantity of 50 production units may be ordered under CLIN 0004. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) PSC CD: 5963	50	Each		
NET AMT					

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
MK 5 MOD 2 Production (Option 1)	0004AA	1.00	6.00	
		7.00	12.00	
		13.00	18.00	
		19.00	50.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	MK 5 MOD 2 Production FFP Production Phase: Fabricate, assemble, and deliver MK 5 MOD 2, spare parts and associated equipment in accordance with Section C: Statement of Work (SOW) and the Technical Data Package. Refer to CDRLs for item and data requirements.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	MK 5 MOD 2 FFP See Note A regarding stepladder pricing applicable to this CLIN. A minimum quantity of one production unit and a maximum quantity of 18 production units may be ordered under CLIN 0005. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) PSC CD: 5963	18	Each		
NET AMT					

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
MK 5 MOD 2 Production (Option 2)	0005AA	1.00	6.00	
		7.00	12.00	

13.00

18.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0006

MK 5 MOD 2 Production
FFP

Production Phase: Fabricate, assemble, and deliver MK 5 MOD 2, spare parts and associated equipment in accordance with Section C: Statement of Work (SOW) and the Technical Data Package. Refer to CDRLs for item and data requirements.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0006AA

OPTION

MK 5 MOD 2
FFP

See Note A regarding stepladder pricing applicable to this CLIN. A minimum quantity of one production unit and a maximum quantity of 12 production units may be ordered under CLIN 0006.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Origin (Shipping Point)

PSC CD: 5963

NET AMT

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
MK 5 MOD 2 Production	0006AA	1.00	6.00	

(Option 3)

7.00

12.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	MK 5 MOD 2 Production FFP Production Phase: Fabricate, assemble, and deliver MK 5 MOD 2, spare parts and associated equipment in accordance with Section C: Statement of Work (SOW) and the Technical Data Package. Refer to CDRLs for item and data requirements.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA OPTION	MK 5 MOD 2 FFP See Note A regarding stepladder pricing applicable to this CLIN. A minimum quantity of one production unit and a maximum quantity of 12 production units may be ordered under CLIN 0007. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Origin (Shipping Point) PSC CD: 5963	12	Each		

NET AMT

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
MK 5 MOD 2 Production (Option 4)	0007AA	1.00	6.00	
		7.00	12.00	

Section C - Descriptions and Specifications

STATEMENT OF WORK

**STATEMENT OF WORK (SOW)
VERTICAL LAUNCHING SYSTEM (VLS)
LAUNCH SEQUENCER (LSEQ)**

1.0 SCOPE

The contractor shall be responsible for the satisfactory and timely performance of all tasks defined in the SOW. This SOW, with its supporting attachments and referenced documentation, describes the total requirement for the manufacture, assembly, test and delivery of VLS LSEQ MK 5 Mod 2, Part Number 7104340-29.

2.0 PROGRAM AUTHORITY

Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) is the program authority for this contract.

3.0 APPLICABLE DOCUMENTS

The following documents, of the issue indicated, form a part of this SOW to the extent specified herein, including all applicable terms, conditions, clauses, attachments and exhibits. The exact revisions of the documents are not cited in the text of this SOW for the convenience of reference. All of the documents listed herein are assumed to be the latest revision as of the date of award. In the event of a conflict between the documents referenced herein and the contents of this SOW, the SOW shall be considered the superseding requirement.

3.1 Government Documents

Document Number	Document Title
MIL-STD-109C	Quality Assurance Terms and Definitions
MIL-STD-1686C	Electrostatic Discharge Control Program for Protection of Electrical and Electronic Parts, I Assemblies and Equipment (Excluding Electrically Initiated Explosive Devices)
WS 20130	Production Environmental Test Requirements for VLS
TL130-AD-PLN-010-VLS	Configuration Management Program Plan for the MK 41 VLS, Volume 1, Equipment (Hardware) Configuration Management
TL130-AD-PLN-030-VLS	Configuration Management Plan for the VLS, Volume 3, Firmware Configuration Management
94-1F	MK 41 VLS Standing Instruction 94-1F, Attachment 6
NAVSEA Drawing 5497717	VLS Circuit Card Assembly Test Station
NAVSEA Drawing 7104548	Operations Procedure for the VLS Baseline VII Production LSEQ/Module Automatic Test Equipment
NAVSEA Drawing 7104340	LSEQ

3.2 Industry Documents

Document Number	Document Title
ANSI/ISO/ASQC Q9001	Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing
ANSI/EIA-649 2011	National Consensus Standard for Configuration Management
ANSI/ASQC Q9004	Quality System Elements

ISO 9001	Quality Program Requirements
SAE Aerospace Standard AS9102 Rev A	Aerospace First Article Inspection
ISO 14000	Environmental Management Systems Standards

3.3 Government Furnished Material (GFM)

The Government will provide GFM as specified in Section J, Consolidated Government-Furnished Property (GFP) Attachment.

4.0 REQUIREMENTS

The Government requires manufacturing of VLS LSEQ in accordance with the documents specified in SOW paragraph 3 and the technical data package (TDP). All LSEQ shall meet all form, fit, and function requirements in accordance with the TDP and associated specifications.

The contractor shall manufacture, assemble, test and deliver the VLS LSEQ in accordance with technical drawings and in accordance with the contents of this SOW.

All technical drawings and specifications used for the manufacture, assembly, test and delivery of VLS LSEQ shall be of the revision, notice of revision and Specification Change Notice (SCN) level as of the date of this contract.

4.1 Automatic Test Equipment

LSEQ Automatic Test Equipment (ATE), associated interface cables, software, operator manual, test tools and calibration tools will be provided as GFP to perform the LSEQ assembly electrical and digital data acceptance tests that are required by NAVSEA Drawing 7104340.

Circuit Card Assembly (CCA) Test Station, 8571104, and associated test program sets will be provided as GFP to perform the circuit card assembly acceptance tests.

The LSEQ ATE and Circuit Card Assembly Test Station and associated test program sets have been certified for use by the Government.

The contractor shall be responsible for maintaining and calibrating the necessary test capability including ATE, associated interface cables, test tools and calibration tools.

Changes to certified ATE shall be submitted to the Government for approval and certification.

4.2 First Article Inspection (FAI)

The contractor shall perform FAI of all assemblies, subassemblies, components and detail parts including castings and forgings in accordance with SAE Aerospace Standard AS9102 Rev A. The purpose of FAI is to provide objective evidence that all TDP and specification requirements are correctly understood, accounted for, verified, and recorded. An FAI is not required for standard catalog items, commercial-off-the-shelf items, raw materials or items procured in accordance with source control drawings.

The contractor shall submit all FAI requirement waivers to the NSWC PHD for approval. The waiver shall identify, at a minimum, the part description, part number, manufacturer, date last built, location last built, FAI report summary (if applicable), FAI discrepancies and corrective actions (if applicable), and waiver justification.

The Government reserves the right to witness all FAI activities. The contractor shall submit a comprehensive schedule of FAI events prior to the first event in accordance with CDRL A001. The schedule shall include date, time, expected duration and location.

The contractor shall generate FAI reports in accordance with AS9102 Rev A. The contractor shall retain the FAI reports for at least seven years. The Government reserves the right to examine all FAI reports. The contractor shall submit a report copy via digital means in accordance with Contracts Data Requirements List (CDRL) A002.

All deficiencies discovered during the FAIs that affect form, fit, function or performance shall be corrected at contractor's expense prior to unit delivery to the Government.

4.3 First Article Test (FAT)

The contractor shall perform a FAT of designated assemblies and subassemblies to demonstrate the as-built units under test will pass the applicable Prime Item Development Specification, WS 20313, or other specified performance requirements.

The contractor shall be responsible for all aspects of test planning, conduct and reporting including, as a minimum a test plan, a test report, fixtures, support equipment and apparatus, instrumentation, test site, test equipment, personnel, safety and post test asset disposition.

The contractor shall convene a Test Readiness Review (TRR) at least five business days prior to each FAT event. Multiple FAT events may be reviewed during a single TRR. The TRR shall be chaired by the Contractor and co-chaired by the Government. Additional Government subject matter experts will attend each TRR.

The Government reserves the right to witness all FAT activities. The contractor shall provide a comprehensive schedule of FAT events that includes date, time, expected duration and location to the Government at least 20 working days prior to the first event in accordance with CDRL A001.

The contractor shall provide a comprehensive test plan to the Government for each FAT in accordance with CDRL A003.

The contractor shall provide a quick look test report to the Government after a FAT event in accordance with CDRL A004. The quick look report shall provide initial assessment of the unit under test performance and describe all apparent anomalies.

The contractor shall provide a final report to the Government after a FAT event in accordance with CDRL A004. The report shall include the contractor's detailed plan to resolve all performance discrepancies revealed during the FAT.

All deficiencies discovered during FAT that affect form, fit, function or performance shall be corrected at contractor's expense prior to any production unit delivery to the Government.

5.0 TECHNICAL DATA REVIEWS, QUALITY AUDITS

During the performance of the contract, the Government shall have the right to perform technical data reviews and quality audits consisting of evaluation of records, processes and products to verify the contractor's compliance with the respective quality programs. The Government audits may include evaluation of effectiveness in implementing the contractor's and subcontractors' or suppliers' audit programs to promote prevention of defects, which includes schedule of audits, evaluation of operations, notification of required corrective action with follow-up and means of notification to top management concerning audit results.

6.0 FOLLOW-ON PHYSICAL CONFIGURATION AUDIT

During the performance of the contract, the Government shall have the right to perform a Physical Configuration Audit (PCA). The PCA may include an evaluation of the effectiveness of the contractor, subcontractor and/or supplier audit programs to promote prevention of defects. This includes scheduling of audit, evaluation of operations, and notification of required corrective action with follow-up and means of notification to top management concerning audit results. The PCA will be conducted in accordance with Section 7 of TL130-AD-PLN-010-VLS, Configuration Management Program Plan for the MK 41 VLS, Volume 1, Equipment (Hardware) Configuration Management.

One PCA shall be conducted over the course of the contract, on the LSEQ MK 5 Mod 2. The LSEQ MK 5 Mod 2 shall be selected by the Government and the contractor from the initial production run.

The contractor shall provide qualified engineering, technical, manufacturing, administrative, management and other support as necessary for the PCA. The contractor shall provide all tools, measuring devices and other equipment required for equipment disassembly, dimensional and tolerance verification and performance verification. The contractor shall provide an area to conduct PCA that is well illuminated, temperate and low noise level. The PCA work area shall contain worktables, print copies of all pertinent drawings, telephone and easy access to a copy machine.

During the PCA, the contractor shall provide, at a minimum, individual parts that make up the configuration item, completed assemblies, an as-built list delineating all Engineering Change Proposal (ECP) (either requested or approved), deviations and waivers, hardcopies of production specifications and technical drawings, complete shortage list, manufacturing instructions, acceptance test procedures and data, purchase order documents and associated certificates of conformance from suppliers or appropriate documents indicating compliance with material or drawing requirements in accordance with CDRL A005.

The PCA will be conducted at the contractor's, subcontractors' and suppliers' facilities by the Government team. The Government will notify the contractor seven to 14 business days prior to performance of the PCA. This notice will include identification of assemblies, subassemblies and/or piece parts to be audited. The PCA will be approximately one to two weeks in duration.

Following conduct of the PCA, the contractor shall generate the necessary documentation to resolve all audit findings and provide these to the Government audit team within the timeframe specified by the Government in accordance with CDRL A007. The Government audit team will evaluate the documentation to assess corrective action(s) taken to close any and all audit finding(s). Necessary documentation may include, but not be limited to, revised manufacturing processes, ECPs, notice of revisions, SCN and revised TDP drawings.

Government and contractor pre- and post-PCA activities are described in Sections 7.4 through 7.7 of the VLS Configuration Management Plan TL130-AD-PLN-010-VLS.

7.0 GOVERNMENT INSPECTION

The contractor shall provide technical, administrative, and management support for Government source inspection for purposes of inspection and acceptance of supplies and services provided by the contractor, subcontractor and suppliers. Government source inspection will be conducted at the convenience of the Government.

8.0 PRODUCTION ENVIRONMENTAL TESTS

The contractor shall perform production environmental testing as specified by the TDP or production environmental

test requirements for VLS Specification WS 20130.

9.0 TECHNICAL DATA RIGHTS

The Government will maintain the Government-owned TDP. The contractor shall submit proposed changes to the TDP to the Government. The Government shall retain unlimited rights to all versions of and changes to all drawings, specifications and other documents for the VLS components produced under this contract.

10.0 MARKING FOR TECHNICAL DATA

The contractor shall mark all technical data in accordance MK 41 VLS Standing Instruction 94-1F, Attachment 6. This instruction is applicable to new documents, revised documents or documents from file in response to a request for copy.

11.0 MANUFACTURING PROCESSES

The contractor shall maintain and control manufacturing processes to fabricate, assemble, inspect, test, and deliver VLS LSEQ as described in the SOW. The processes shall cover all phases from the ordering of raw materials to Government acceptance of the finished product. All hardware components shall be manufactured in accordance with the drawings and specifications referenced in the TDP and this SOW.

12.0 CONFIGURATION MANAGEMENT

The contractor shall maintain a configuration management program, which shall provide for the administrative and functional systems necessary for configuration identification, control, status accounting and reporting, to assure configuration identity with the LSEQ produced by the contractor. The contractor shall maintain a contractor approved Configuration Management Plan that complies with ANSI/EIA-649 2011. Notwithstanding ANSI/EIA-649 2011, the contractor's configuration management program shall comply with the VLS Configuration Management Plans, TL130-AD-PLN-010-VLS, and shall comply with the following:

12.1 Configuration Identification

The contractor shall maintain identification of the product baselines throughout fabrication, testing, and delivery. The contractor shall assure that equipment is assigned identifying numbers, designators, and serial numbers in accordance with the TDP.

Serialized items shall be traceable to source of manufacture and production contract year. This information may be incorporated as a formal part of the contractor's serialization system or otherwise be annotated on the affected item.

Serial number assignments shall be requested in writing from the COR. The request for serial number assignment shall contain the following minimum information:

- Officially assigned item name;
- Officially assigned type designation;
- Officially assigned model number;
- Top drawing number and list of drawings or parts list;
- Exact quantity to be delivered under the contract including pre-production samples and spares required by the contract;
- Contract number;
- National Stock Number; and

- NAVSEA cognizant office code.

The contractor shall submit a configuration definition data package describing the detailed configuration of each end item as delivered to the designated destination in accordance with CDRL A007. The contractor shall maintain a system to monitor engineering release and correlation of manufactured products.

12.2 Military Specifications and Standards:

The TDP may reference cancelled military standards and specifications. The Government has no plan to replace any such standard or specification with a commercial version. The military standard or specification of the latest version in effect at time of cancellation shall be considered applicable to this procurement.

Unless a specific effective date or change level is set forth for the Government specifications and standards as they are included in this contract, the applicable version of said specifications and standards shall be the latest published revision/supersession status unless otherwise noted in the TDP or unless such revision/supersession issued adversely affects cost, delivery, or performance of equipment produced, in which case use of an alternate revision/supersession must be approved in writing by the Contracting Officer.

12.3 Qualification of Substitute Sources of Supply

The TDP contains source control or vendor item drawings that specify approved or suggested sources of supply. The contractor may qualify other sources for these items. Qualification of new sources selected by the contractor shall be at the contractor's expense.

The contractor shall submit all proposed changes to approved or suggested sources of supply as indicated in the source control or vendor item drawings in accordance with SOW. The package of information that is submitted for Government review shall contain all applicable drawings, test plans, procedures and qualification reports. An extended Government review period of 20 business days applies to all proposed changes to approved or suggested sources of supply.

12.4 Configuration Status Accounting

The contractor's configuration status accounting shall be in accordance with ANSI/EIA-649, the Configuration Management Plan for the VLS, Volume 1, Equipment (Hardware) Configuration Management, TL130-AD-PLN-010-VLS, and the Configuration Management Plan for the VLS, Volume 3, Firmware Configuration Management, TL130-AD-PLN-030-VLS.

The contractor shall provide a system that documents the exact delivered configuration of each unit. The contractor, or subcontractor at the appropriate tier, shall identify the "as-built" production configuration of each NAVSEA nomenclatured item by means of permanent markings on the appropriate ORDALT/Ship Change Installation Procedure (SCIP) label plate on the equipment to identify the specific ORDALTs/SCIPs installed in the equipment being delivered. For Class I ECPs, which are not assigned an ORDALT number, the ORDALT label plate shall be marked with the applicable Class I ECP number as assigned by the Government. For purposes of this requirement, markings may be etched, steel stamped or affixed by other suitable means which results in the permanent identification of the equipment configuration. Ink stamping is not permitted.

12.5 Failure/Defect Reporting and Corrective Action System (FACAR)

The contractor shall have a FACAR system established and maintained for both manufacturing and test processes. Level of assembly for failure reporting shall be consistent with the requirement for recording defect history. FACAR system information required to be recorded or reported by this SOW paragraph shall be submitted in

accordance with CDRL A006.

The contractor shall implement an effective system for evaluation and disposition of supplies and services that exhibit nonconformance, including those furnished by suppliers (subcontractors and vendors). The contractor shall ensure that the personnel staffing the FACAR system have the authority to coordinate and implement the necessary failure and problem reporting, analysis, and related corrective action. The contractor shall ensure that nonconformance data is adequately analyzed, distributed to appropriate organizations and personnel, and that appropriate management decisions are based on this data. Analysis must target root cause corrective action. The contractor shall take appropriate actions to improve or change processes that do not meet requirements. All use-as-is and repair dispositions shall include a determination of whether or not a change is required to the product database (drawing, specifications, work instructions, tooling, etc.). Determination that such a change is not required shall be recorded and shall be available to the Government for review. Acceptance of the nonconformance corrective action and disposition is the prerogative of the Government and can be revoked whenever the contractor's system fails to demonstrate effective root cause corrective action or when repeated nonconformance indicate an overall quality system degradation.

13.0 TESTING, INSPECTION AND ACCEPTANCE

Testing and inspection of the VLS LSEQ shall be performed at the contractor's facility in accordance with the applicable drawings, standards and specifications and factory test and inspection plans. The contractor shall assure that all such testing and inspections required for acceptance are satisfactorily performed.

The contractor shall prepare specific written inspection and test procedures for each inspection and test operation to be performed by the contractor. These inspection and test procedures shall be reviewed by the quality assurance organization and maintained current in accordance with the change control system requirements. The inspection and test procedures shall clearly identify the item through part number with revision and nomenclature, and include detail instructions and/or operations to be performed.

The contractor shall maintain records of inspection results and quantitative test data for each deliverable end item and make them available to the Government upon request.

14.0 PARTS RE-SCREENING

The contractor is not required to implement the TDP requirements to conduct re-screening of electrical components. Remarking of parts to the re-screened part number will not be required and the existing base part number shall remain intact. Programmable parts shall require re-identification.

15.0 COUNTERFEIT PARTS AND MATERIALS

The following minimum processes shall be implemented and flowed down by the contractor to all subcontractors in order to minimize the risk of use of counterfeit parts in VLS components.

The contractor shall establish processes to minimize the risk of procuring and using counterfeit parts and materials. The contractor shall document these processes and provide those documented processes to Government upon request. These processes shall include:

- The contractor shall maximize the use of authentic, originally designed and/or qualified parts.
- The contractor shall assess potential sources of supply to minimize the risk of receiving counterfeit parts or materials.
- The contractor shall have purchasing procedures which confirm whether a selected supplier is authorized for each purchase.

- The contractor shall define minimum inspection and test requirements for parts being procured and shall ensure that in-house, third-party, and/or supplier inspection and test procedures and facilities comply with these requirements. These minimum inspection and test requirements shall specify appropriate test methods to detect potential counterfeit parts and materials.
- The contractor shall require a certificate of compliance and supply chain traceability for all electronic part purchases.
- The contractor shall use government or industry services such as the Government-Industry Data Exchange Program (GIDEP) and other commercially available services to identify part or supplier quality or authenticity problems.

The contractor shall notify the Government of the occurrence of a confirmed counterfeit part or material and the actions taken to identify, contain, and impound all product from the lot, within seven business days of confirmation of the counterfeit status. The contractor shall flow down a requirement for similar notification from subcontractors to the contractor. The contractor shall initiate and submit an alert to the GIDEP within 60 calendar days of knowledge of the counterfeit part or material.

Counterfeit parts may be electronic or mechanical in nature. Counterfeit electronic parts may typically be used parts which have been refurbished and represented as new. Commonly counterfeited electronic parts include parts such as microcontrollers or specially screened devices, or common parts, which have several pin-compatible versions from multiple manufacturers, such as memory devices and operational amplifiers. Counterfeit mechanical parts are typically improperly made, marked, or treated products. Examples are improper anodization or heat treatments, falsified data, mismarked parts sold as a higher grade steel, or used/fake parts such as valves or circuit breakers.

An authorized supplier is a supplier authorized by the original component manufacturer to buy parts or materials directly from the manufacturer. Parts provided from authorized suppliers typically have never left the manufacturer's authorized supply chain, and are accompanied by full manufacturer support and warranty.

16.0 REVIEWS

16.1 Program/Production Reviews

The contractor shall hold program reviews commencing after contract award which shall cover progress, schedules and problems. These reviews will be used to assess the contractor's progress and status. During these reviews, the contractor shall provide, at a minimum, overall comprehensive status of:

- Production, procurement and material issues;
- Risk analysis activities;
- Quality program status;
- Defect reduction program status;
- Safety program status;
- Configuration management activities;
- GFP status; and
- Delivery schedules.

For planning purposes, the program review location will be at the contractor's facility.

The contractor shall also conduct management meetings regarding delivery on a regular basis (to be mutually agreed upon between the Government and contractor) between the program reviews. The meetings will be conducted via teleconference or at the contractor's facility.

The contractor shall provide presentation material in accordance with CDRL A008. The Government shall reserve and exercise the right to hold additional informal reviews at mutually convenient times to follow progress and problems, which may exist. Attendance at program reviews may include Government personnel, Government support service contractor personnel, and other Government representatives as appropriate (contractor personnel are not permitted for all reviews addressing matters pertaining to competitive contracting and actual pricing).

16.2 Defect Reduction

The contractor shall establish a statistically-based process control and defect reduction program to control and improve product quality. The contractor shall present the progress of the process control and defect reduction program at the program reviews and/or periodic production reviews of SOW paragraph 16.1.

17.0 GENERAL REQUIREMENTS

17.1 Program Management

The contractor shall follow its internal Program Management Plan in the production of VLS LSEQ and shall submit Progress, Status and Management Reports in accordance with CDRL A006.

17.2 Manufacturing Planning

The contractor shall update their Manufacturing Plan to include VLS LSEQ being produced by the contractor under this contract. The contractor shall develop manufacturing and test procedures. The contractor shall identify key production processes and shall establish process capability and process control requirements for each. The contractor shall submit Progress, Status, and Management reports to cover progress, schedule performance, technical and quality problems and other issues as may be appropriate to facilitate program management by the Government in accordance with CDRL A006.

17.3 Risk Assessment and Management

The contractor shall perform risk assessment and management. The contractor shall use its own established Risk Management Program; however, the Risk Management Program shall at a minimum contain the following:

Risk management shall be a continuous process, analyzing program risks and individual mitigation plans on a sufficiently frequent basis to be proactive in preventing major Program problems. Major problems include, but are not limited to, not meeting delivery dates and nonconformance to specifications and drawings. The analysis shall identify the risks associated with each area, assess the probability of occurrence, identify the impact of each risk on the overall program, and develop and implement risk mitigation plans for identified risks. The risk analysis shall use metrics from the contractor's Risk Management Program. Risk analysis status and metrics shall be reported in the contractor's Progress, Status and Management Report in accordance with CDRL A006 and presented during Program and Technical Reviews.

17.4 Right of Access

The Government shall have right of access to all facilities in which storage of raw materials, purchased parts, either finished or unfinished, and finished equipment may be established. Right of access shall include all areas in which VLS LSEQ are stored, manufactured, processed, aligned, assembled, and tested. Right of Access shall be interpreted to include, access to records and documentation concerning the VLS LSEQ. Access includes specifications, purchase orders and subcontract documentation, receiving, inspection and test records for such purchase parts. Right of access shall include access at all tiers to vendors, subcontractors and suppliers in accordance with FAR 46.405 and FAR clauses 52.245-1(g) and FAR 52.246-1.

The Government may perform any necessary inspections, verifications and evaluations to ascertain conformance to requirements, and the adequacy of the implementing procedures.

18.0 SUBCONTRACTOR AND VENDOR MANAGEMENT

The contractor shall identify and monitor subcontractor and vendor technical, quality, schedule, and milestone achievement on a continuing basis, according to the contractor's established subcontract and vendor management techniques. Notwithstanding the above, at a minimum the contractor's subcontract and vendor management system shall comply with ANSI/ISO/ASQC Q9001 provisions for purchasing and supplier management. The contractor shall:

- Establish, document, and maintain a purchasing system and develop a self-assessment program to ensure adequate controls;
- Acquire quality products at fair and reasonable prices, using best in class commercial purchasing practices and procedures and ensure fair and open competition;
- Conduct subcontractor Production Readiness Reviews;
- Audit subcontracts as needed;
- Conduct review and periodic appraisal of the subcontractor's and vendor purchasing system and its self-assessment reports at least annually. The Government shall have the right to examine the reviews and appraisals' information; and
- Notify the Government prior to changes in subcontractor status.

18.1 Special Tooling and Equipment Report

The contractor shall design, fabricate or procure all special tooling, test equipment and gauges required to manufacture, assemble, test and inspect VLS LSEQ.

18.2 Contractor Storage of Equipment

DD Form 250 acceptance and/or Program Qualified Acceptance (PQA) signature of the equipment notwithstanding, the contractor shall provide material, services and facilities to store, preserve and protect any equipment completing manufacture prior to the specified contract delivery date.

19.0 QUALITY CONTROL AND ASSURANCE

19.1 Quality Control Program Plan

The contractor shall submit a Quality Control Program Plan in accordance with CDRL A009. This document shall address all aspects of manufacturing, testing, and inspection as specified in the TDP, SOW, and contract. The Quality Control Program Plan should also address other aspects where quality control interface is appropriate, such as the quality group's input into purchasing decisions, and incoming receiving and inspection of material and components. The contractor's Quality Control Program Plan must be approved by the Government before fabrication or procurement of any product for eventual delivery. Acceptance of the contractor's quality control program shall not in any way relieve the contractor of their responsibility for compliance with all contract requirements. All manufacturing, assembly, inspection, and testing shall adhere to the requirements of this document for the life of the contract. If any changes are made to the Quality Control Program Plan during the use of this contract, the contractor shall notify the Government in writing of these changes.

19.2 Manufacturing Certifications and Traceability

The contractor shall submit a Certificate of Conformance certifying that the VLS LSEQ meets the requirements of this contract.

The contractor shall retain and provide upon request inspection and test results associated with certifying the units in accordance with CDRL A006.

19.3 Quality System and Quality Control Processes

The contractor shall maintain a quality system, associated certifications or compliances, and test/inspection results. The contractor shall maintain quality and process controls that shall be used to ensure that the manufactured products shall be in compliance with the applicable drawings, specifications, and this SOW. The contractor shall maintain documentation and processes that shall be used to identify, record, and disposition non-conforming material, in-process rejects/reworks and characteristic discrepancies. This documentation shall be kept by the contractor until further notified by the Government.

The quality management system procedures, planning, and all other documentation or data that comprise the quality management system shall be submitted to the Government for review in accordance with CDRL A009. 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's quality management system shall conform to supplement quality requirements imposed by this contract. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

19.4 Quality Assurance

The contractor's quality assurance program shall conform to the contractor's Quality Assurance Program Plan and shall be in conformity with either ANSI/ASQC Q9001, or ISO 9001 for production; by using ANSI/ASQC Q9001 as a guide. This applies to items manufactured or performed by the contractor at the contractor's plant or all outsourced facilities. The contractor shall flow down to the subcontractors and vendors the quality requirements through subcontracts, purchase orders, or other contractual purchasing documentation by using ANSI/ASQC Q9001 as a guide. The quality requirements include ANSI/ASQC Q9001 or ISO 9001, and relevant SOW and TDP requirements. The subcontractors and vendors shall provide Certificates of Conformance that the flowed down requirements are fulfilled.

The contractor shall provide for appropriate quality assurance review of manufacturing process plans and workmanship standards to ensure compliance to the quality system and standards.

The contractor's Quality Assurance Program Plan shall be submitted to the Government for review in accordance with CDRL A009 and must be accepted before fabrication or procurement of any product for eventual delivery. Acceptance of the contractor's quality control program shall not in any way relieve the contractor of their responsibility for compliance with all contract requirements. If any non-editorial changes are made to the Quality Assurance Program Plan during this contract, the contractor shall notify the Government in writing of these changes. The Government reserves the right to disapprove the Quality Assurance Program Plan when it fails to meet the contractual requirements. The contractor shall provide Quality Assurance Program Status describing the contractor's activity as part of Status Report (Quality Assurance Program) in accordance with CDRL A009.

19.5 Limited Shelf Life Components

The contractor's quality management system shall ensure procured supplies that are subject to age deterioration, including epoxies and similar adhesives, are managed and controlled. Controls shall include prominent labeling and proactive measures to ensure expired material is not used in the manufacturing process. Controls shall allow

complete traceability of limited shelf life components used in launcher products.

19.6 Government Inspection of Facilities

The Government may visit/inspect the plant or plants of the contractor, or of any subcontractors, engaged in the performance of this contract. If any examination/test is made by the Government on the premises of the contractor/subcontractor, the contractor and any subcontractors shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. All examinations and tests by the Government will be performed in such a manner as will not unduly delay work.

19.7 Electrostatic Discharge Protection

The contractor shall develop and maintain an electrostatic discharge protection/control program that complies with MIL-STD-1686C.

20.0 ENVIRONMENTAL COMPLIANCE AND REGULATIONS

20.1 Environmental Law and Regulations

The contractor shall comply, and ensure that all subcontractors comply, with all applicable environmental federal, state, and local laws and regulations and Navy policies, instructions and ISO 14000 Environmental Management Systems Standards.

20.2 Hazardous Waste and Material Control/Handling

The contractor shall comply with all applicable Navy instructions for handling and control of hazardous waste.

20.3 Contractor use of Class I Ozone Depleting Substances

The TDP requirements notwithstanding, the contractor shall not use 1,1,1 Trichloroethane or CFC-113 for cleaning or surface preparation. A substitute material that is not a Class I Ozone Depleting Substance shall be used to provide an equal or better level of cleanliness or surface preparation as provided by 1,1,1 Trichloroethane or CFC-113. The contractor shall not use 1,1,1 Trichloroethane or CFC-113 as a solvent resistance test fluid. The contractor shall notify the Government by written correspondence of its intent to perform material qualification tests which, by material specification, include 1,1,1 Trichloroethane or CFC-113 solvent resistance testing. The contractor shall identify any detrimental impacts on the material qualification caused by not performing the 1,1,1 Trichloroethane or CFC-113 solvent resistance testing.

20.4 Safety

The contractor shall comply with the latest applicable federal and state laws, regulations and management plans and requirements regarding occupational safety and health.

CLAUSES INCORPORATED BY FULL TEXT

C-202-H001 ADDITIONAL DEFINITIONS–BASIC (NAVSEA) (OCT 2018)

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

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of text)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

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

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

(1) The support contractor not disclose any information;

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

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

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

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

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

(End of text)

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

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

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

(End of text)

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

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

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

(End of Text)

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

(a) Definitions.

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

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

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

None.

(End of text)

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

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

(End of text)

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

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

(End of text)

C-215-H001 PRICE ADJUSTMENT FOR CHANGES IN FEDERAL LAW (NAVSEA) (OCT 2018)

(a) Definitions

(1) For the purpose of this requirement:

(i) The term "Currently Applicable Federal Laws" is defined to mean and include only the statutes listed below and regulations thereunder, promulgated by Federal authorities as in effect on the date of contract award.

- (A) Contract Work Hours and Safety Standards Act
- (B) Occupational Safety and Health Act
- (C) Atomic Energy Act
- (D) National Environmental Policy Act
- (E) Clean Air Act
- (F) Clean Water Act
- (G) Refuse Act
- (H) Noise Control Act
- (I) Toxic Substances Control Act
- (J) Solid Waste Disposal Act
- (K) Marine Protection, Research and Sanctuaries Act
- (L) Comprehensive Environmental Response, Compensation, and Liability Act
- (M) Act to Prevent Pollution from Ships
- (N) Hazardous Materials Transportation Act

(ii) The term "New Federal Law" is defined to mean a new Federal Statute enacted subsequent to the contract award date pertaining to (1) workplace conditions affecting employees or the public, or (2) environmental standards and requirements, and regulations thereunder promulgated by Federal authorities.

(iii) The term "change" shall be deemed to mean the amendment or repeal of any Currently Applicable Federal Law or New Federal Law or regulations promulgated thereunder by Federal authorities.

(b) If, at any time after the effective date of this contract, a New Federal Law is enacted or a change is made to a Currently Applicable Federal Law or a New Federal Law or regulations thereunder promulgated by Federal authorities, and compliance with such new law or change directly results in an increase or decrease in the Contractor's cost of performance of this contract, the contract price(s) shall be adjusted as provided in paragraph (c) below. No such adjustment shall be made for contract costs incurred or projected to be incurred during the two (2) year period after the effective date of this contract.

(c) The price adjustment provided for in paragraph (b) above shall be made, in the same amount, in each of the Target Cost(s), the Target Price(s), and the Ceiling Price(s) or Fixed Price(s) of this contract, as appropriate, and shall include only the properly allowable and allocable direct and indirect costs of additional labor and materials directly resulting from compliance with the new law or with the change, but shall not include:

- (i) Costs of delay, disruption, or acceleration of performance;
- (ii) Increases or decreases in prices charged by subcontractors or suppliers; or

(iii) Costs of additional facilities or of any portion thereof constructed or acquired after the contract award date unless such additional facilities or the portion thereof have been constructed or acquired by the Contractor solely in order to comply with a New Federal law or a change in Currently Applicable Federal Laws or New Federal Laws, or regulations thereunder promulgated by Federal authorities.

The price adjustment shall consider and exclude any tax, depreciation, or other special allowances provided to the Contractor in the New Federal Law or change for compliance therewith. No adjustment shall be made in the Profit or Delivery Schedule of the contract, provided, however, that the Contractor's right, if any, to extension of the delivery schedule under any other requirement of this contract shall not be prejudiced thereby. No adjustment shall be made unless a New Federal Law or a change directly causes an increase or decrease in the Contractor's cost of performance of this contract in excess of \$250,000 per ship.

(d) The Contractor shall promptly notify the Contracting Officer, in writing, of the enactment of New Federal Laws or of a change that reasonably may be expected to result in an adjustment under the provisions of this requirement.

(e) Requests for price adjustments hereunder shall be made in accordance with the procedures of the contract requirement entitled "Documentation of Requests for Equitable Adjustment".

(End of text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with the detailed obligations to which the Contractor committed itself in Proposal TBD dated TBD in response to Solicitation No. N6339419R0017..

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

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(End of text)

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer,

affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

(End of text)

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

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

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

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

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

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

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

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

- (i) The calendar period of time during which disruption occurred, or will occur;
 - (ii) Area(s) aboard the vessel where disruption occurred, or will occur;
 - (iii) Trade(s) disrupted, with a breakdown of manhours for each trade;
 - (iv) Scheduling of trades before, during, and after period of disruption;
 - (v) Description of measures taken to lessen the disruptive effect of the change;
- (6) Delay in delivery attributable solely to the change;
- (7) Other work attributable to the change;
- (8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and
- (9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.
- (c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.
- (d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

(End of text)

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

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

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

(End of text)

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

(a) A post-award meeting with the successful offeror will be conducted within TBD days after award of the [contract / task order]. The meeting will be held at the address below:

Location/Address:
4363 Missile Way
Port Hueneme, CA 93043

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

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

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

[*] To be specified at [contract / task order] award.

(End of text)

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

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

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

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

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

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

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

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

(2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

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

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

(End of text)

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

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

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 incorporating Change 2 dated 18 May 2016.

(End of text)

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

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

(1) name and business address of the Contractor

(2) contract number

(3) sponsor:

Bonnie Nguyen

(Name of Individual Sponsor)

Naval Surface Warfare Center, Port Hueneme Division

(Name of Requiring Activity)

Port Hueneme, CA

(City and State)

(End of text)

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

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

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

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

(i) Electrical Parts - that is, all parts in electrical equipment and electrical parts when used in equipment which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D(2) dated 22 June 2018, or, where MIL-STD-1285D(2) does not cover

such a part, in accordance with MIL-STD-130N(1) dated 16 November 2012. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.

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

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

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

(End of Text)

D-246-H003 WARRANTY NOTIFICATION FOR ITEM(S) CLINs 0001 and 0003-0007—ALTERNATE I (NAVSEA) (OCT 2018)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container in accordance with MIL-STD-129R dated 18 February 2014 and MIL-STD-130N(1) dated 16 November 2012. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N6339419R0017 TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR ONE YEAR FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY THE TECHNICAL POINT OF CONTACT, BONNIE NGUYEN, AND PCO.

(End of Text)

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

Item(s) 3-7 - The supplies furnished hereunder shall be packaged in accordance with ASTM-D-3951-15 approved 1 December 2015, Standard Practice for Commercial Packing.

(End of text)

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

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

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

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

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

(End of text)

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

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

(End of text)

Section E - Inspection and Acceptance

SECTION E

1.0 INSPECTION AND ACCEPTANCE PROCEDURES

The Contractor shall comply with FAR Section 46.105 Quality Assurance, Contractor Responsibilities. The Contractor shall comply with FAR Subpart 46.2 Contract Quality Requirements. Compliance and performance shall be assessed by the Government.

1.1 The Contractor's performance in each of the task areas of the SOW will be monitored in conjunction with the Contractor Performance Assessment Reporting System (CPARS) and the criteria set forth below. The Contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>. The results of this evaluation will factor into the Government's Option Exercise determination and will be included in the Contractor's CPARS evaluation, which is accomplished on an annual basis. The evaluation will be based on Contractor performance during the previous period. The primary Government official responsible for monitoring Contractor performance is the Contracting Officers Representative (COR) for the contract. Other Government individuals having information relevant to the quality of Contractor performance may assist the COR, as necessary.

1.2 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, formal In-Progress Reviews, and general contacts with the Contractor.

1.3 Contractor performance will be evaluated in five general areas.

1.3.1 A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory (as defined in Table 42-1 at FAR 42.1503) will be assigned to each area.

1.3.2 These general areas are described below. The items identified under each area represent the types of considerations to be addressed. This should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

1.3.2.1 Quality of Product or Service – Addresses the extent to which the Contractor

1.3.2.1.1 Met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/data delivered (products are complete, well-coordinated with all related managers and personnel, and presented in concise and understandable format);

1.3.2.1.2 Employed methods and approaches to ensure fully successful performance;

1.3.2.1.3 Consistently conveyed his intended approach clearly and completely to ensure that there were no surprises;

1.3.2.1.4 Was proactive and demonstrated initiative;

1.3.2.1.5 Remained flexible to internal or external changes;

1.3.2.1.6 Was effective in developing and implementing process improvements to make the end product

development more efficient and the end product display more effective; and

1.3.2.1.7 Services are provided in a professional unbiased manner.

1.3.2.2 Schedule – Addresses the extent to which the Contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the COR or his representative.

1.3.2.3 Cost Control – Addresses the Contractor's overall effectiveness in controlling both direct, indirect costs, and other direct costs as well as the incidence of cost overruns.

1.3.2.4 Business Relations – Addresses the responsiveness of the Contractor's upper-level management to Government concerns and needs, the effectiveness of the Contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the Contractor in dealing with the Government on both technical and management issues.

1.3.2.5 Management of Key Personnel – Addresses the overall quality of the Contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the Contractor's efforts to retain or attract qualified personnel.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	Origin	Government	Origin	Government
0002	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	N/A
0003AA	Origin	Government	Origin	Government
0004	N/A	N/A	N/A	N/A
0004AA	Origin	Government	Origin	Government
0005	N/A	N/A	N/A	N/A
0005AA	Origin	Government	Origin	Government
0006	N/A	N/A	N/A	N/A
0006AA	Origin	Government	Origin	Government
0007	N/A	N/A	N/A	N/A
0007AA	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

ISO 9001:2015

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

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

Item(s) 1, 3-7 - Inspection and acceptance shall be made at source by a representative of the cognizant Contract Administration Office or other representative of the Government.

(End of text)

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

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

(End of text)

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

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

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

Section F - Deliveries or Performance

DELIVERY SCHEDULES

SLIN 0001AA: The contractor shall deliver the first article unit ordered under this SLIN within 40 weeks after contract award (ADC).

SLIN 0003AA: The contractor shall deliver the first six production units ordered under this SLIN within 40 weeks ADC. The contractor shall deliver subsequent production units at a rate of six units per month (four weeks) until all of the quantities ordered under this SLIN have been delivered. For example, if the Government orders the maximum quantity of 54 production units under this SLIN, the contractor will be required to deliver the first six units within 40 weeks ADC, the second six units 44 weeks ADC, the next six units 48 weeks ADC, and so forth until all 54 units are delivered.

SLIN 0004AA: The contractor shall deliver the first six production units ordered under this SLIN within 40 weeks after option exercise (AOE). The contractor shall deliver subsequent production units at a rate of six units per month (four weeks) until all of the quantities ordered under this SLIN have been delivered. For example, if the Government orders the maximum quantity of 50 production units under this SLIN, the contractor will be required to deliver the first six units within 40 weeks ADC, the second six units 44 weeks ADC, the next six units 48 weeks ADC, and so forth until all 50 units are delivered.

SLIN 0005AA: The contractor shall deliver the first six production units ordered under this SLIN within 40 weeks AOE. The contractor shall deliver subsequent production units at a rate of six units per month (four weeks) until all of the quantities ordered under this SLIN have been delivered. For example, if the Government orders the maximum quantity of 18 production units under this SLIN, the contractor will be required to deliver the first six units within 40 weeks AOE, the second six units 44 weeks AOE, and the final six units 48 weeks AOE.

SLIN 0006AA: The contractor shall deliver the first six production units ordered under this SLIN within 40 weeks AOE. The contractor shall deliver subsequent production units at a rate of six units per month (four weeks) until all of the quantities ordered under this SLIN have been delivered. For example, if the Government orders the maximum quantity of 12 production units under this SLIN, the contractor will be required to deliver the first six units within 40 weeks AOE and the second six units 44 weeks AOE.

SLIN 0007AA: The contractor shall deliver the first six production units ordered under this SLIN within 40 weeks AOE. The contractor shall deliver subsequent production units at a rate of six units per month (four weeks) until all of the quantities ordered under this SLIN have been delivered. For example, if the Government orders the maximum quantity of 12 production units under this SLIN, the contractor will be required to deliver the first six units within 40 weeks AOE and the second six units 44 weeks AOE.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A

0001AA 40 wks. ADC	1	NAVAL SURFACE WARFARE CENTER RECEIVING OFFICER PORT HUENEME DIVISON, BLDG 435 4363 MISSILE WAY PORT HUENEME CA 93043-4307 805-228-6200 FOB: Origin (Shipping Point)	N63394
0002 N/A	N/A	N/A	N/A
0003 N/A	N/A	N/A	N/A
0003AA 40 wks. ADC	54	NAVAL SURFACE WARFARE CENTER RECEIVING OFFICER PORT HUENEME DIVISON, BLDG 435 4363 MISSILE WAY PORT HUENEME CA 93043-4307 805-228-6200 FOB: Origin (Shipping Point)	N63394
0004 N/A	N/A	N/A	N/A
0004AA 40 wks. AOE	50	NAVAL SURFACE WARFARE CENTER RECEIVING OFFICER PORT HUENEME DIVISON, BLDG 435 4363 MISSILE WAY PORT HUENEME CA 93043-4307 805-228-6200 FOB: Origin (Shipping Point)	N63394
0005 N/A	N/A	N/A	N/A
0005AA 40 wks. AOE	18	NAVAL SURFACE WARFARE CENTER RECEIVING OFFICER PORT HUENEME DIVISON, BLDG 435 4363 MISSILE WAY PORT HUENEME CA 93043-4307 805-228-6200 FOB: Origin (Shipping Point)	N63394
0006 N/A	N/A	N/A	N/A
0006AA 40 wks. AOE	12	NAVAL SURFACE WARFARE CENTER RECEIVING OFFICER PORT HUENEME DIVISON, BLDG 435 4363 MISSILE WAY PORT HUENEME CA 93043-4307 805-228-6200 FOB: Origin (Shipping Point)	N63394
0007 N/A	N/A	N/A	N/A

0007AA 40 wks. AOE	12	NAVAL SURFACE WARFARE CENTER RECEIVING OFFICER PORT HUENEME DIVISON, BLDG 435 4363 MISSILE WAY PORT HUENEME CA 93043-4307 805-228-6200 FOB: Origin (Shipping Point)	N63394
--------------------	----	---	--------

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)--ALTERNATE III (APR 1984)

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

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WRITTEN NOTICE OF AWARD
0001	1	40 Weeks After Delivery of Contract (ADC)
0003	17	40 Weeks ADC
0004	6	40 Weeks After Option Exercise (AOE)
0005	6	40 Weeks AOE
0006	6	40 Weeks AOE
0007	6	40 Weeks AOE

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

WITHIN DAYS AFTER
DATE OF RECEIPT OF

ITEM NO.	QUANTITY	WRITTEN NOTICE OF AWARD
_____	_____	_____
_____	_____	_____
_____	_____	_____

(End of clause)

F-211-H021 DELIVERY OR PERFORMANCE (NAVSEA) (MAR 2019)

For proposal purposes the estimated date of contract award is 1 March 2020. The Government reserves the right to award sooner or later if necessary. The start and end dates below will be updated accordingly upon task order award.

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of text)

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

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

(End of text)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	N/A	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	N/A	N/A	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	N/A	N/A	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance- Based Payments	Performance- Based Payments*	N/A	N/A	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	N/A	N/A	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

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

Item	Type*
0001, 0003-0007	FP
0002	NSP

*FP – Fixed Price

NSP – Not Separately Priced

(End of text)

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

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

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

(End of text)

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

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

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

(c) The points of contact are as follows:

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

Name: Michael Thompson

Address: 4363 Missile Way, Port Hueneme, CA 93043

Phone: (805) 228-7019

E-mail: michael.d.thompson@navy.mil

(ii) The Contract Specialist is:

Name: Jason Tsao

Address: 4363 Missile Way, Port Hueneme, CA 93043

Phone: (805) 228-7146

E-mail: jason.tsao@navy.mil

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

Name: *

Address: *

Phone: *

E-mail: *

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

The Technical Point of Contact (TPOC) is:

Name: Bonnie Nguyen

Address: 4363 Missile Way, Port Hueneme, CA 93043

Phone: (805) 228-0447

E-mail: bonnie.nguyen@navy.mil

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

Name: *

Address: *

Phone: *

E-mail: *

[*] To be completed at contract award

(End of text)

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

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific

instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes the following holidays:

HOLIDAYS*

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

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

The actual date of observance for each of the above holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link: <https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/#url>.

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

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

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

(End of text)

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

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

1. Obligation or deobligation of funding.
2. Negotiation of any supplemental agreement.

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

1. Certify contractor invoices or other requests for payment.
2. If applicable, report to the Contracting Officer on the suitability or compatibility of Government Furnished Material incorporated in the first end item.

(End of text)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (DEC 2018)

(a) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of text)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	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
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
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	OCT 2018
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
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2018-O0015)	JUL 2018
52.215-14	Integrity of Unit Prices	OCT 2010

52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 Alt II (Dev)	Small Business Subcontracting Plan (Deviation 2018-O0018) - Alternate II	AUG 2018
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2018
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
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	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
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
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 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
52.242-2	Production Progress Reports	APR 1991
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	JAN 2019
52.246-23	Limitation Of Liability	FEB 1997
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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
252.205-7000	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
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	MAY 2019
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7021	Trade Agreements--Basic	DEC 2017
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	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.246-7001	Warranty Of Data	MAR 2014
252.246-7005	Notice of Warranty Tracking of Serialized Items	MAR 2016
252.246-7006	Warranty Tracking of Serialized Items	MAR 2016
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) The Contractor shall test one unit of Lot/Item 0001AA as specified in this contract. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report within seven calendar days from the date of this contract to Naval Surface Warfare Center Port Hueneme Division, Code A07 (bonnie.nguyen@navy.mil) marked "FIRST ARTICLE TEST REPORT: Contract No. N6339419R0017, Lot/Item No. 0001AA." Within 10 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(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/>

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

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 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: None.

(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: None.

(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)

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

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

ITEM(S)	LATEST OPTION EXERCISE DATE
---------	-----------------------------

0004	One year after date of contract award (ADC).
0005	Two years ADC.
0006	Three years ADC.
0007	Four years ADC.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF OTHER ATTACHMENTS

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

J-1: Technical Data Package provided via AMRDEC or ARC SAFE

J-2: DD Form 1423, CDRLs A001 through A009 and associated Data Item Descriptions

J-3: Consolidated GFP Attachment (REVISED 27 July 2019)

J-4: NAVSEA Form 4340/02, GFI Attachment

J-S-1: Past Performance Questionnaire

NOTE: In addition to the documents listed above, the successful Offeror's accepted/approved Subcontracting Plan and portions of the proposal may be incorporated at contract award. Attachments J-S-1 is for proposal purposes only and will be removed at contract award.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-3	Taxpayer Identification	OCT 1998
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.207-4	Economic Purchase Quantity-Supplies	AUG 1987
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification.	JUN 2018
52.219-1 Alt I	Small Business Program Representations (Sept 2015) Alternate I	SEP 2015
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.225-18	Place of Manufacture	AUG 2018
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334519.

(2) The small business size standard is 500.

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

(ix) 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.

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

(xi) 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.

(xii) 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.

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

(xiv) 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.

(xv) 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.

(xvi) 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.

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

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

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

(xx) 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 \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiii) 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.

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

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

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

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

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

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

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

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

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

N/A (A) Basic.

N/A (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically 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
-----	-----	-----	-----
-----	-----	-----	-----

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)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2019)

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

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

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

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

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

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

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

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

N/A (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

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

N/A Use with Alternate I.

N/A (iv) 252.225-7031, Secondary Arab Boycott of Israel.

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

N/A Use with Alternate I.

N/A Use with Alternate II.

N/A Use with Alternate III.

N/A Use with Alternate IV.

N/A Use with Alternate V.

(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

SECTION L**1.0 GENERAL**

The term “shall” in this document explicitly means that the Offeror must comply with the statement of work and provide the information requested by this solicitation. Thus the Offeror shall submit all information required by this solicitation. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being removed from consideration for award. The Offeror’s proposal shall be based on the requirements contained in this solicitation (including those documents, exhibits, and other attachments to the solicitation identified in Section J). All proposals submitted in response to this solicitation become property of the Government and will not be returned.

The Government may schedule Pre-Award Site Surveys of the facilities identified in any or all Offerors' proposals following the proposal submission date using the SF 1405 (Production) and/or SF 1406 (Quality Assurance).

2.1 INSTRUCTIONS FOR SUBMISSION OF OFFERS:

The solicitation response will be contained in two separate volumes:

Volume I: Technical (Non-Price) Proposal (Factors 1-2)

Volume II: Price Proposal (Factor 3)

For each volume, the number of copies required and the page limits are shown in the table below. Instructions for paper and electronic files are detailed below in paragraphs 2.2.1 and 2.2.2, respectively. Offerors are hereby notified that the content of electronic copies of the proposal must be identical to the original hard copy proposal submitted in response to this solicitation. In the event of discrepancies between the two, the content of the original hard copy will prevail. All data submitted shall be marked unclassified.

2.2 PROPOSAL FORMAT AND DELIVERY:

Volume	Title	Page Limit	Paper Copies (Org/Copy)	Electronic Files on CD-ROM
I	Technical (Non-Price) Proposal	100	1/0	1/2
II	Price Proposal	None	1/0	1/2

Offerors must comply with the detailed instructions for the format and content of the proposals. Proposals that do not comply shall be considered nonresponsive and shall render the Offeror ineligible for award. In order to maximize efficiency and minimize the effort involved in the proposal evaluation process, all Offerors shall submit their proposals in accordance with the format presented below.

The title page of each volume shall contain:

- Cover and title page
- Title of proposal and proposal number as applicable
- Offeror’s name, address, and POC
- Date of Submittal
- Solicitation Number – N6339419R0017 Launch Sequencer (LSEQ) for MK 41 Vertical Launching System (VLS)
- Volume Number and Title (e.g., Volume I – Technical (Non-Price) Proposal)

- DUNS Number and CAGE Code of the Offeror

The proposal volumes shall include the following information (as well as using tabs and dividers), which is not included in the page limit:

- Title Page
- Table of Contents (Must provide sufficient detail to enable easy location of important elements)
- List of Figures
- List of Tables
- Glossary of Abbreviations and Acronyms

Duplicated information within a given factor may be included in full once and referenced thereafter, as long as there is a clear reference to the duplicated information. If the duplicated information is for different evaluation factors, then it must be included in full text individually under each factor.

2.2.1 Paper Format:

Each volume shall be bound separately and shall not exceed the page limitation cited above. Each volume of the proposal shall be bound in three ring binders to permit removal of sections with each major part tabbed. The Offeror's company name shall appear at the top of each page in the header section. Legibility, clarity, and compliance with the requirements of the solicitation are essential. Failure to provide the requested information may adversely affect the Government's evaluation of the Offeror.

The material in all volumes of the Offeror's proposal shall be typed or printed in a font with the type no smaller than size 12 Times New Roman font on standard 8-1/2 by 11-inch paper. Text line spacing shall be one line. One-inch margins on each side, including top and bottom are required. Text within tables, diagrams, pictorial charts, or graphic material may use 8-point font. Fold-out pages may be used for diagrams, charts or graphic material only and may not exceed 11 inches by 17 inches. Fold-out pages will be counted as two pages; double-sided fold-out pages will be counted as four pages.

Unless otherwise specified, fold out pages may only include narrative sufficient to describe the diagram, chart or graphic material. Every figure and table shall be numbered. Paragraphs shall be clearly formatted. Proposal material shall be presented on double-sided pages only. Each double-sided page counts as two pages.

A date shall be placed on each page of the proposal corresponding to the date of the initial proposal in the footer section. Any pages that may be revised as a result of discussions or correspondence (if required) shall contain revision numbers and dates.

The page count shall include all material (printed matter and figures) except where explicitly stated and does not include cover pages, title pages, Table of Contents (TOC), lists of figures and tables, tab pages, index pages, Integrate Master Schedule, Glossary of Abbreviations and Acronyms, and the Cross Reference Matrix (CRM). Pages excluded from the page count must contain only material pertinent to the page heading or be blank and marked "Intentionally Left Blank." Index pages and Tabs are required and shall be cross-referenced to the TOC. Every page, except those marked as blank, shall be numbered. Pages exceeding the page count shall be removed from the end of the volume that exceeds the page count and will not be evaluated.

The Offeror shall submit a CRM for the Technical Volume, similar to the example below to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the Offeror's proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific solicitation requirements, as well as other parts of the proposal that contain relevant information. The Offeror's CRM may be identical to the example below or revised such as to add columns to indicate the page number on

which information may be found, identify where other relevant information in the proposal is located, or provide other comments. The CRM does not count against any of the proposal page limitations.

Each factor and volume shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with a minimum of cross-referencing to other factors and volumes of the proposal. Cross-referencing within a given factor is permitted where its use would conserve space without impairing clarity. In the event an Offeror decides to cross reference information, it is the responsibility of the Offeror to include the information in full and provide clear references to that information in other portions of the factor where the Offeror would like the evaluators to consider any duplicated information. Nevertheless, Offerors are reminded of their burden to present its capability in a manner that is clear for evaluators.

EXAMPLE OF A CROSS REFERENCE MATRIX (CRM)				
Section L Proposal Instruction	SOW	Section M Evaluation Factor	Proposal Reference	CLIN Reference
Volume I / Technical (Non- Price)	Example: Section C, SOW, Para 4.3, First Article Test	Factor 1, Subfactor 2	Provide reference to Offeror's Proposal Volume I - Technical.	0001
	Note: Address applicable paragraphs within the SOW.		Example: Refer to appropriate page number in Offeror's written proposal.	

2.2.2 Electronic Files:

The electronic files shall be uncompressed and shall be submitted on Compact Disc–Read Only Memory (CD-ROM) formatted for Microsoft Office; text shall be prepared using Microsoft Word compatible applications; and spreadsheets, worksheets, or workbooks shall be prepared using Microsoft Excel compatible applications. Electronic files shall only consist of the following extensions:

....docx for Microsoft Word 2016 files, and
xlsx for Microsoft Excel 2016 files
pptx for Microsoft PowerPoint 2016 files
pdf for Adobe Acrobat 9.0 files
mppx for Microsoft Project 2016 files

Graphics, tables, photographs, and other data beyond the capability of Microsoft Word; or Microsoft PowerPoint may be submitted in Adobe Acrobat 9.0 format. Directory listing of the disk shall accompany the submission with a listing of file names and content of each file. Pricing data and technical data must be provided on separate CD-ROMs. A separate folder shall be used for each proposal volume. One electronic submission of each volume shall be provided on CD-ROM. Each disk shall be labeled as follows:

- Solicitation Number
- Date
- Volume #
- Offeror Company Name, City, State
- Offeror POC
- Offeror POC Phone #
- Date of Submission
- Appropriate Security Classification Markings and Handling Instructions

The electronic spreadsheets shall not be compiled or password protected; all cells and formulas shall be visible, editable, and unprotected. Offerors shall not establish links referencing other spreadsheet files not included with the proposal.

2.2.3 Proposal Submission:

Proposal submission shall be as follows:

Offeror shall provide one original and one CD-ROM of all proposal volumes to the following address at or before the date and time in Block 9 of the Standard Form (SF) 33.

All offers should be marked as follows:

Naval Surface Warfare Center Port Hueneme Division
Acquisitions Department/Code 0221
Attention: Jason Tsao, Contract Specialist
4363 Missile Way
Port Hueneme, CA 93043-4307
Solicitation Number N6339419R0017

DO NOT OPEN IN MAIL ROOM

Proposal shall not be submitted via fax or email. No pricing information shall be included in Volume I.

Although legible, neat, orderly, and comprehensive proposals are required, elaborate brochures or other presentations beyond that to present a complete and effective explanation are not desired. Elaborate artwork, expensive visual or other presentation aids are neither necessary nor desired.

The proposal shall contain all the pertinent information in sufficient detail to permit evaluation. Information shall be confined to the appropriate volume to facilitate independent evaluation. The proposal should be clear and concise, logically assembled and indexed and cross-indexed to applicable parts of this solicitation as appropriate.

Offerors hand carrying proposals shall email Mr. Jason Tsao at jason.tsao@navy.mil or call (805) 228-7146 at least 48 hours prior to arriving at the Naval Base Ventura County to make timely delivery arrangements. Packages may be subject to inspection.

2.3 PROPOSAL CONTENT:

Proposal shall demonstrate an understanding of the requirements and the proposed method of completing the SOW. To facilitate the evaluation, the proposal should be sufficiently detailed and complete to clearly demonstrate that the prospective Offeror has a thorough understanding of the requirements and the technical and management problems inherent therein. It should also contain sufficient detail to indicate the proposed means for complying with all applicable specifications. Statements that the prospective Offeror understands and can or will comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases such as "standard procedures will be employed" or "well known techniques will be used", etc., will be considered insufficient and potentially "Unacceptable."

Offerors shall comply with all solicitation requirements, terms, and conditions. Any exceptions shall be identified to the Government prior to receipt of the Offeror's proposal. Failure to comply with all solicitation requirements may result in the Offeror being considered ineligible for award.

a. The below shall be included in Volume II Price Proposal:

SF 33, “Solicitation, Offer, and Award,” with blocks 12 through 18 completed by the Offeror. Block 12 shall be filled in with 180 days to allow for sufficient time to evaluate proposals.

SF33 Section B, “Supplies or Services and Prices,” with all prices for all line items completed by the Offeror, including stepladder pricing.

SF33 Section K, “Representations, Certifications, and Other Statements of Offerors,” completed by the Offeror.

SF33: Offeror must fill in all areas of the solicitation listed as “Offeror fill-ins” and provide any other information or data required by the solicitation.

Volumes I and II in accordance with the requirements identified herein. See paragraph 2.2 in Section L for the number of copies to submit.

Solicitation: Offeror must fill in all areas of the solicitation listed as “Offeror fill-ins” and provide any other information or data required by the solicitation.

Disposition of Technical Data Package (TDP) and Technical Drawings

All Offerors, except the winning Offeror, must destroy all copies/media of TDP and Technical Drawing List within 30 days after contract award, whether electronic or hard copy format. Offerors must provide the Contracting Officer statement certifying that all data is destroyed. Offeror shall not make additional copies, paper or electronic, of the provided data with this solicitation, nor should Offerors transfer the data by any means to a third party. Offerors shall not download any files from the CD-ROM onto any local area network or integrated digital environment.

2.4 VOLUME I – TECHNICAL (NON-PRICE) PROPOSAL

No price information shall be included in this volume.

Volume I – Technical (Non-Price) Proposal shall consist of the following binder tabs:

Factor 1: Technical Approach

Subfactor 1: Production Assembly in Accordance With SOW and TDP

Subfactor 2: First Article and Factory Acceptance Testing in Accordance With TDP

Subfactor 3: Physical Assets to be Used in Production

Factor 2: Past Performance

FACTOR 1: TECHNICAL APPROACH

Subfactor 1: Production Assembly in Accordance With SOW and TDP

Volume I shall include the Offeror’s detailed plan to accomplishing the technical tasks specified in the SOW and meeting the following minimum requirements described below:

- a. The Offeror shall provide sufficient details for evaluation of its proposed Configuration Management (CM) plan and how it complies in accordance with the SOW paragraph 12 (Section C). The Offeror shall demonstrate through these details an understanding of the CM requirements for this acquisition and describe how it will implement a CM Program. The Offeror shall provide examples of how it has successfully initiated CM on a previous program of similar size and complexity, as compared to the TDP of this solicitation.
- b. The Offeror shall provide its process on managing engineering changes or deviations to the TDP that are either requested by the Contractor, or changes provided by the Government in accordance with the SOW paragraph 12.4. The Offeror shall provide examples of instances it has received updated production requirements. Examples should describe how the Offeror's team successfully dealt with updating production line(s) and processes, interfaced with vendors, met required delivery dates, and ensured quality was maintained.
- c. The Offeror shall provide sufficient details for evaluation of its proposed Quality Assurance Plan and address how it intends to ensure the manufacturing quality of its subcontractors and other vendors in accordance with the SOW paragraph 19. The Offeror shall ensure that its approach adheres to the requirements of the SOW. The Offeror shall provide sufficient details for evaluation of the proposed Failure Analysis and Corrective Action Reporting (FACAR) system in accordance with the SOW paragraph 12.5.

Subfactor 2: First Article and Factory Acceptance Testing in Accordance With TDP

- a. The Offeror shall explicitly describe its approach in conducting first article and factory acceptance testing in accordance with the associated Government Furnished Information (GFI) test plans and procedures (Section J, TDP). The Offeror shall address personnel, facilities, fixtures, software, and test equipment required to successfully conduct first article testing to objectively verify product compliance to the TDP.
- b. The Offeror shall describe how first article and factory acceptance testing will be implemented and conducted in its facility, identify any testing requirements that cannot be performed in the present facility, and provide a contingency plan for any such requirements.

Subfactor 3: Physical Assets to be Used in Production

- a. The Offeror shall provide sufficient details for evaluation of the proposed production, assembly, and test facilities (in terms of equipment, personnel, available space) and capital assets in sufficient description as to demonstrate adequate infrastructure, capability, and capacity for the production and test of the proposed sets, as identified by the TDP, at the rates per the delivery requirements identified in Section F. The proposal shall also specifically discuss availability of facilities and assets during the contract period of performance.
- b. The Offeror shall explicitly describe availability of necessary production, assembly and test facilities capabilities including access to physical plant facilities, required production and test equipment, special test ranges or facilities and skilled production, test and engineering support personnel.

FACTOR 2: PAST PERFORMANCE

- a. Offeror shall provide a minimum of one, maximum of three Past Performance References with their proposal for like or similar efforts the company has completed within the last five years from the date of proposal submission. Offeror shall also submit one Past Performance Reference for each proposed subcontract valued at 10% or more of their total proposed price. The contracts identified should demonstrate in-depth knowledge and successful implementation of contracts of similar scope and complexity to this solicitation. Similar scope and complexity means having performed most of the types of support efforts identified in the SOW and TDP for this solicitation. The identified contracts can be with Federal Government, commercial or other customers.

- b. The Past Performance Questionnaire (PPQ), included as Attachment J-S-1 to the solicitation, is provided for the Offeror or its team members to submit to the client for each project the Offeror includes in its proposal for Factor 2, Past Performance. Include with your proposal submission a copy of the PPQ Cover Sheet. In order to expedite the assessment process, the Offeror may complete the "Contract Information" portion of the PPQ for the convenience of the client POC. The Offeror shall not, however, complete any other section of the PPQ on behalf of the client POC. The PPQ shall be provided to the client POC with instructions to complete and submit it directly to the Contracting Office to the Contract Specialist at jason.tsao@navy.mil with copy to michael.d.thompson4@navy.mil by the closing date and time specified on the cover page of the solicitation, Block 9. Completed PPQs are to be emailed from the client directly to the PPQs are NOT to be submitted via the Offeror. The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror. The Government reserves the right to consider any PPQs received after the due date and to contact those clients that do not respond to the PPQ.
- c. Submission of Contractor Performance Assessment Reporting System (CPARS) evaluations in lieu of PPQs is acceptable. An Offeror who has an effort which is covered by one or more CPARS evaluations need not submit a PPQ for that same effort. The narrative submitted with Volume 2 should clearly identify the contract number/task order number for any effort for which the Offeror is relying upon a CPARS evaluation rather than submitting a PPQ.
- d. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources, including sources outside the Government. Other sources may include, but are not limited to, past performance information retrieved through CPARS, the Federal Awardee Performance and Integrity Information System (FAPIIS) database, the Past Performance Information Retrieval System (PPIRS) Report Card using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), points of contact identified by the Offeror in its proposal, personnel knowledge, and any other known sources not provided by the Offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

Previous Contracting Effort Narratives

The Offeror shall also provide a Previous Contracting Effort Narrative detailing the following information:

- a. Description of how the scope for this past contract/task order relates to this effort in scope and complexity.
- b. Description of the significant achievements, challenges or obstacles that were encountered during contract performance and the measures taken to overcome challenges and obstacles.
- c. If the Offeror cites as a past performance reference a contract that was not awarded to the Offeror as a Prime Contractor but is nevertheless cited by the Offeror as "past performance information regarding predecessor companies, Key Personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement [FAR 15.305(a)(2)(iii)]," the proposal shall demonstrate the relevance of the efforts of such predecessor company, Key Personnel and subcontractor both to the overall performance rating of the cited reference contract or Task Order as well as to the instant requirement.

2.5 VOLUME II – PRICE PROPOSAL

Volume II – Price Proposal shall consist of the following factor:

FACTOR 3: TOTAL EVALUATED PRICE

Offerors shall submit a complete price proposal that addresses all information required to evaluate the pricing proposed for each Contract Line Item Number (CLIN), except CLIN 0002, including pricing for CLIN 0001, stepladder pricing for CLIN 0003, and stepladder pricing for Option CLINs 0004 through 0007. The price proposal shall be a separate volume from the technical (non-price) proposal. It is expected that the resulting contract will be awarded based upon a determination that there is adequate price competition. Therefore, the Offeror is not required to submit or certify cost and/or pricing data with their proposal. However, data other than certified cost data or pricing data is required to be submitted. If after receipt of proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-1 or that only one offer is received, the Offeror shall provide certified cost and/or pricing data as requested by the Contracting Officer.

The price and cost summaries provided in Volume II must not conflict with the data submitted in Section B schedules. In the event of a discrepancy, prices found in the filled-out Section B shall be utilized.

Volume II shall contain the Offeror's understanding of and approach to the pricing requirements of the solicitation. The pricing portion of the proposal shall include:

- a. Pricing spreadsheets for all CLINs, for all items (with options) as described in Section B. Spreadsheets shall be in Microsoft Excel format with cells containing working formulas that are visible for Government examination of price buildup and methodology.
- b. Basis of Estimate (BOE) narrative in Microsoft Word for each CLIN. The BOE narrative shall include estimating methodologies for each proposed priced CLIN.
- c. The price proposal should answer the following questions:
 - i. What is the estimate?
 - ii. What is it based on?
 - iii. How was it derived?
 - iv. Why is it reasonable?

Pricing Support Information:

Offerors shall provide the following information in support of all Section B Firm-Fixed-Price (FFP) CLINs requiring pricing, inclusive of all option items:

- a. The Offeror shall submit its price summaries in accordance with the Offeror's accounting structure for the first unit of each FFP line item. The Offeror's proposal shall provide complete visibility by calendar year (or the Offeror's calendar year) labor hours, labor costs, material costs, other direct costs, indirect costs, and profit. The Offeror shall provide detailed analysis to support the proposed FFP pricing at each quantity amount and the adjustments made from the first unit pricing (i.e. production labor learning reductions, quantity reductions, escalation).
- b. For each subcontract valued at 10% or more of the total proposed price, the Offeror shall provide a list which includes:
 - a. Subcontractor name, address, telephone number, and CAGE code;
 - b. Description of supplies/services to be subcontracted;

- c. Information as to whether the subcontractor has held any Government contracts/subcontracts;
 - d. Place(s) of contract performance;
 - e. Estimated dollar amount of the subcontract;
 - f. Type of subcontract (FFP, Cost-Plus-Fixed-Fee, etc.);
 - g. Basis for determining that the proposed subcontractor pricing is fair and reasonable.
- c. Provide any price estimating methodology applied to generate pricing. This includes, but is not limited to, price interpolation, escalation, curving, etc.;
- d. Any inconsistency, whether real or apparent, between proposed performance and actual performance for similar work (cost and schedule), shall be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate or short manufacturing schedule, the nature of these techniques and their impact on cost shall be explained or, if a corporate policy decision has been made to absorb a portion of the estimated cost, that shall be stated in the proposal. Any significant inconsistency, if unexplained, may be grounds for determining that the proposal is unacceptable. The burden of proof as to cost credibility rests with the Offeror.

2.6 REQUEST FOR DRAWINGS.

This is a build to print requirement in accordance with the Government furnished TDP. These drawings are restricted and can only be made available to DoD Contractors under the Joint Certification Program, upon request to the Contracting Office. Drawings are made available via FBO.gov.

CLAUSES INCORPORATED BY REFERENCE

52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.217-5	Evaluation Of Options	JUL 1990
52.232-13	Notice Of Progress Payments	APR 1984
252.215-7008	Only One Offer	OCT 2013
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price 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 Michael Thompson at michael.d.thompson4@navy.mil or Naval Surface Warfare Center Port Hueneme Division, Code 022, 4363 Missile Way, Port Hueneme, CA 93043.

(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/>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

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

(a) NAVSEA may use a contractor to manage official contract files hereinafter referred to as "the support contractor", including the official file supporting this procurement. These official files may contain information that

is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

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

(1) The support contractor not disclose any information;

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

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

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

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

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

(End of provision)

L-209-H009 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (DEC 2018)

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

(b) If a potential conflict of interest exists at any tier, each potential prime offeror shall notify the Contracting

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

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award under this solicitation. An Offeror's failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

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

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

(End of provision)

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

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

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

(End of provision)

L-215-H007 SUBMISSION OF QUESTIONS BY OFFERORS—ALTERNATE I (NAVSEA) (MAR 2019)

(a) Offerors may submit questions or request clarification of any aspect of this solicitation. It is the Offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the SOW or PWS (as applicable) and other solicitation documents attached hereto or incorporated by reference. Each question should identify solicitation

number, document, page number, paragraph number or other identifier relating to the question. Questions without this information may not be answered. Acknowledgment of questions received will not be made.

(b) The deadline for receipt of questions is two weeks prior to the closing date of the solicitation. Although every effort will be made, the Government makes no guarantee that questions received after the date above will be answered.

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

(End of provision)

L-219-H001 SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JAN 2019)

Offeror shall submit as part of its proposal a subcontracting plan in accordance with the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9) (Deviation 2018-O0018). The plan shall include a five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

(End of provision)

Section M - Evaluation Factors for Award

SECTION M

1.0 GENERAL INFORMATION

The Government intends to award a single contract resulting from this solicitation to the responsible Offeror whose proposal offers the lowest total evaluated price while meeting or exceeding the acceptability standards for all non-price factors. The Small Business Subcontracting Plan shall also be reviewed for compliance and adequacy for purposes of making a responsibility determination.

The Government may award to other than the Offeror with the lowest total price in the event the lowest price Offeror is found to be technically "Unacceptable."

The Government intends to only award one contract. All, some, or none of the options may be exercised by the Government at its sole discretion. Offerors are required to price all Contract Line Item Number (CLINs) not categorized as Not Separately Priced (NSP).

The Government will evaluate each Offeror's understanding of the Government's requirements and ability to perform the work. It is the Offeror's responsibility to provide information and evidence which clearly demonstrates its ability to satisfactorily perform the contract requirements as stated in the solicitation. All information submitted as part of the proposal will be used to evaluate the Offeror's capability to perform and understanding of the solicitation requirements.

An evaluation of "Unacceptable" in any single factor or subfactor may result in the Offeror's proposal being rated "Unacceptable" overall, and eliminated from further consideration.

Each factor will be evaluated on a stand-alone basis; however, information contained in one factor of the proposal may be used to assist the Government in evaluating other factors of the proposal.

If it is determined that an offer is not in compliance with the page limitation of the volume of the proposal, pages above the specified page limit within each volume will be removed and will not be evaluated. Proposals that are not submitted in compliance to the hard-copy and electronic-copy requirements specified in Section L may also be subject to elimination.

2.0 EVALUATION FACTORS

The Government will evaluate the Offeror's proposal in accordance with the below factors and subfactors:

Factor 1: Technical Approach

Subfactor 1: Production Assembly in Accordance With SOW and TDP

Subfactor 2: First Article and Factory Acceptance Testing in Accordance With TDP

Subfactor 3: Physical Assets to be Used in Production and Testing

Factor 2: Past Performance

Factor 3: Total Evaluated Price

3.0 EVALUATION METHODOLOGY

FACTOR 1:-- TECHNICAL APPROACH (VOLUME I)

The following subfactors will be evaluated to determine acceptability for Factor 1.

Subfactor 1: Production Assembly in Accordance With SOW and TDP

The Offeror will be evaluated to determine their ability to produce systems in accordance with the required delivery timeframes, quantities, product specifications and data contained in the TDP (Section J). Evaluations will consider the following:

- a. The Offeror's proposed Configuration Management (CM) process will be evaluated to determine the level of process documentation and the application of CM in support of, at a minimum, SOW paragraph 12; to determine the Offeror's understanding of the CM requirements for this acquisition; and to determine whether the Offeror's CM process and experience on programs of similar size and complexity are adequate to satisfy the requirements in this solicitation.
- b. The Offeror's proposed process(es) and experience in managing engineering changes or deviations to the TDP and controlling the insertion of those changes into the production line will be evaluated to determine the Offeror's demonstrated ability to understand and address engineering changes and updated production requirements, at a minimum, SOW paragraph 12.4. In addition, the Offeror will be evaluated on its approach in updating and verifying production line changes and processes.
- c. The Offeror's Quality Assurance (QA) process will be evaluated to verify that it is ANSI/ASQC Q9001 or ISO 9001 or equivalent, certified, to determine the level of process documentation and the level of compliance, at a minimum, with SOW paragraph 19. The Offeror's FACAR system will be evaluated to determine its capability to support the requirements of SOW paragraph 12.5.

Subfactor 2: First Article and Factory Acceptance Testing in Accordance With TDP

The Offeror will be evaluated on the adequacy and availability of proposed personnel, facilities, physical test space area, test fixtures, test software and test equipment, as it pertains to the ability to understand test requirements and perform testing.

Subfactor 3: Physical Assets and Facilities to be Used in Production and Testing

The Offeror will be evaluated to determine if they have adequate infrastructure, capability, and capacity to produce and test the proposed systems identified in Section B of this solicitation. Production and schedule requirements shall assume maximum quantities including all options. The Offeror will be evaluated on the adequacy and availability of proposed personnel, production and test facilities, physical production and test space work area, production and test fixtures, test software and test equipment, as it pertains to the ability to demonstrate an acceptable approach and plan for passing Production Readiness Reviews and infrastructure for manufacturing and testing capability and capacity to meeting the solicitation requirements at maximum production levels.

Factor 1, Technical Approach (and related subfactors) will be characterized as "Acceptable" or "Unacceptable" as follows:

<u>Adjectival Rating</u>	<u>Description</u>
"ACCEPTABLE"	Proposal provide adequate details and/or information to objectively assess that it clearly meets the minimum requirements of the solicitation.
"UNACCEPTABLE"	Proposal does not provide adequate details and/or information to objectively assess that it clearly meet the minimum requirements of the solicitation.

FACTOR 2-PAST PERFORMANCE (VOLUME II)

The Past Performance Evaluation is an assessment of the Offeror's probability of meeting the minimum past

performance solicitation requirements. This assessment is based on the Offeror's record of relevant and recent past performance information that pertain to the product and/or services outlined in the solicitation.

Past performance will be evaluated in accordance with FAR 15.305 and DFARS 215.305. However, the comparative assessment in FAR 15.305(a)(2)(i) does not apply. Therefore, past performance will be rated on an "Acceptable" or "Unacceptable" basis as follows:

<u>Evaluation Determination</u>	<u>Description</u>
"ACCEPTABLE"	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown.
"UNACCEPTABLE"	Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

Past performance will be initially evaluated to determine whether the Offeror's present/past performance is recent, and relevant or not relevant, to the effort. For the purposes of this solicitation, recency is defined as projects completed within five years prior to the closing date of the solicitation. Common aspects of the relevancy include, but are not limited to, the following: similarity of the product/service/support, complexity, dollar value, contract type, and extent of subcontracting/teaming.

Second, the past performance evaluation will determine how well the Offeror performed on the prior contracts. If past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorable or unfavorable on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown ("Neutral") past performance. In the context of the acceptability, a neutral rating shall be considered "Acceptable."

FACTOR 3 – TOTAL EVALUATED PRICE (VOLUME III)

The Total Evaluated Price Evaluation Factor will not be characterized as "Acceptable" or "Unacceptable". The Government will perform cost/price analysis techniques on the Offeror's proposed prices. For purposes of making an award decision, the Government will arrive at a Total Evaluated Price by adding the total price for all CLINs. Priced offers will be evaluated for reasonableness and appropriateness of proposed amounts and for the Offerors understanding of the proposal requirements.

The stepladder pricing will be evaluated by comparing the product of a randomly selected evaluated quantity (EQ) for each CLIN and the unit price associated with the randomly selected quantity for the CLIN. The randomly selected quantities will be selected prior to proposal evaluation.

Offerors are hereby advised the EQ in no way restricts the Government as to the number of units it may order under each CLIN. It is used solely for evaluation purposes. The Government reserves the right to order any quantity within a stepladder subject to the availability of funding at the time of initial contract award or option exercise.

The inclusion of option prices in arriving at a "Total Evaluated Price" does not obligate the Government to exercise all or any part of the options. The Government may reject an offer as materially unbalanced if prices for the basic requirement or prices for the option quantities are unreasonable in comparison to each other. An unbalanced offer or proposal is one that is based on prices significantly less than cost for some work and/or significantly overstated for other work.

4.0 BASIS FOR AWARD

The Contract will be awarded to the technically acceptable Offeror with the lowest Total Evaluated Price or LPTA. An “Unacceptable” determination for any factor or subfactor will result in an “Unacceptable” proposal.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

M-209-H002 WAIVER OF FIRST ARTICLE REQUIREMENTS (CONTRACTOR TESTING) – ALTERNATE I (NAVSEA) (OCT 2018)

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

Contract(s) _____

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

(c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, offers will be evaluated on the basis of lowest cost to the Government whether or not such lowest cost involves waiver of first article requirements, and thus the low offer will be either the low offeror on the basis of OFFER A or the low offer on the basis of OFFER B submitted by any offeror whom the Government determines to be eligible for first article waiver, whichever is lower.

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

(End of provision)

M-215-H003 EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (OCT 2018)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

(End of provision)

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

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS TO THE SPECIFICATION(S) DETAILED IN THIS SOLICITATION.

(End of provision)

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

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

(End of provision)