

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE 1	OF 108	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER			
N0016422R3007			02/28/2022	IWS-22-7937			

7. ISSUED BY

CODE | N00164

8. ADDRESS OFFER TO (*If other than item 7*)

SEE BLOCK 7

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in N/A until 1700 local time 03/31/2022

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 Matthew Summers	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS matthew.s.summers@navy.mil
		AREA CODE 812	NUMBER 854-8756	EXTENSION	

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	2	X	I	CONTRACT CLAUSES	44-70
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3-6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7-25	X	J	LIST OF ATTACHMENTS	71
X	D	PACKAGING AND MARKING	26-27	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	28	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	72-82
X	F	DELIVERIES OR PERFORMANCE	29-30				
X	G	CONTRACT ADMINISTRATION DATA	31-37	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	83-100
X	H	SPECIAL CONTRACT REQUIREMENTS	38-43	X	M	EVALUATION FACTORS FOR AWARD	101-104

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 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)

10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
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14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFER- OR	CODE		FACILITY		16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>
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15B. TELEPHONE NUMBER			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION
See Section G

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION:	<input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>		ITEM
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24. ADMINISTERED BY (*If other than Item 7*) 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (*Type or print*) 27. UNITED STATES OF AMERICA 28. AWARD DATE

(Signature of Contracting Officer)

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

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 6/2014)

General Information

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) Task Order (TO) resulting from this solicitation. The resultant Task Order will have a base period of one (1) year plus four (4) one-year options for a total of five (5) years, if all options are exercised.

Proposals in response to this solicitation shall be valid for 365 calendar days.

This requirement is currently being satisfied by Systems Planning and Analysis under SeaPort-e Task Order No. N00164-17-F-3009. Solicitation Contracting Specialist POC is Kristen Crane, e-mail: kristen.m.crane.civ@us.navy.mil.

Solicitation Contracting Officer POC is Matt Summers, e-mail: matthew.s.summers.civ@us.navy.mil.

Questions should be submitted via the Question & Answer feature in the SeaPort-NxG portal no later than 15 calendar days after solicitation release to provide adequate time for the Government to provide a response. Although every effort will be made, the Government makes no guarantee that questions received more than 15 calendar days after solicitation release will be answered.

Errors in formatting are due to limitations in the SeaPort-NxG Portal.

Section B - Supplies and Services

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
2000	Labor in support of base year (Year 1) (Fund Type - TBD)	248,790.00	Labor Hours			
2100	Surge Labor in support of base year (Year 1). (Fund Type - TBD) Option	10,848.00	Labor Hours			
2200	Labor in support of option year one (Year 2) (Fund Type - TBD) Option	250,614.00	Labor Hours			
2300	Surge Labor in support of option year one (Year 2). (Fund Type - TBD) Option	10,944.00	Labor Hours			
2400	Labor in support of option year 2 (Year 3) (Fund Type - TBD) Option	252,438.00	Labor Hours			
2500	Surge Labor in support of option year two (Year 3) (Fund Type - TBD) Option	11,040.00	Labor Hours			
2600	Labor in support of option year 3 (Year 4) (Fund Type - TBD) Option	254,262.00	Labor Hours			
2700	Surge labor in support of option year 3 (Year 4) (Fund Type - TBD) Option	11,136.00	Labor Hours			
2800	Labor in support of option year four (Year 5) (Fund Type - TBD) Option	256,086.00	Labor Hours			
2900	Surge Labor in support of option year four (Year 5) (Fund Type - TBD) Option	11,232.00	Labor Hours			

Cost Only Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	ODC in support of base year (Year 1) (Fund Type - TBD)	1.00	Lot	
3100	ODC in support of option year one (Year 2) (Fund Type - TBD) Option	1.00	Lot	
3200	ODC in support of option year two (Year 3) (Fund Type - TBD) Option	1.00	Lot	
3300	ODC in support of option year three (Year 4) (Fund Type - TBD) Option	1.00	Lot	
3400	ODC in support of option year four (Year 5) (Fund Type - TBD) Option	1.00	Lot	

Cost Type / NSP Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Not Separately Priced in accordance with IAW) the Statement of Work (SOW), and CDRL(s) A001-A006 and applicable Data Item Descriptions (DIDs), the Government shall have unlimited rights	1.00	Lot			NSP

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
	to all Data/Tech Data generated in the performance of this Task Order, whether delivered or not, in accordance with DFARS 252.227-7013 and similarly to all computer software and computer software documentation generated in the performance of this Task Order whether delivered or not in accordance with DFARS 252.227-7014; unless an assertion is provided and accepted by the Government with the offer in accordance with DFARS 252.227-7017.					

CLAUSES INCORPORATED BY FULL TEXT

B-215-H001 MAXIMUM RATES

(a) Maximum Pass Through Rates – Applicable to all Task Orders Types. The pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor:

(1) any and all prime contractor indirect costs including, but not limited to: overhead, material handling charges, G&A, burdens and mark-ups; and

(2) any and all prime contractor profit or fee*

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

(b) The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where labor is proposed under this contract shall not exceed 8%. For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this contract.

(c) Maximum Profit/Fee Rate – Applicable to Cost-Plus-Fixed-Fee CLINs Only. Contractor compliance with the maximum fee rate on

CPFF CLINs is applicable at the time of task order award and is based on the ratio of fixed fee to the estimated cost. A proposed fee at the task order level that is higher than the maximum fee rate stated in the Offeror's base contract shall render the contractor's proposal unacceptable. The Contractor agrees that the maximum fixed fee rate shall not exceed 8%. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the task order. The maximum fee rate being proposed at the task order level by the prime contractor shall flow down to all subcontractors/consultants included as part of your (the Prime) proposal.

(d) Other Direct Costs and Travel. No fee is allowed on Other Direct Costs or Travel. Indirect cost elements such as G&A and material handling may be applied to ODCs but may not include fee. B-216-H006 FEE TABLE(NAVSEA) (MAR 2019)

B-216-H006 FEE TABLE (NAVSEA) (MAR 2019) -- APPLICABLE TO CLINS 2000, 2100, 2200, 2300, 2400, 2500, 2600, 2700, 2800, and 2900.

Fixed Fee Table

CLIN	Contract Type	Hours	Hourly Rates (\$)		Totals (\$)	
			Estimated Cost/Hr (Rate)	Fixed Fee/Hr (FF)	Estimated Cost (Hours x Rate)	Fixed Fee (Hours x FF)
2000	CPFF	248,790				
2100	CPFF	10,848				
2200	CPFF	250,614				
2300	CPFF	10,944				

2400	CPFF	252,438				
2500	CPFF	11,040				
2600	CPFF	254,262				
2700	CPFF	11,136				
2800	CPFF	256,086				
2900	CPFF	11,232				

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

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

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

Applicable to CLINs 3000, 3100, 3200, 3300, and 3400.

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

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

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

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

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

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

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

(End of text)

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

Applicable to CLINs 2000, 2100, 2200, 2300, 2400, 2500, 2600, 2700, 2800, and 2900.

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

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

any amount in excess of the funds obligated under this contract.

(End of text)

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

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

(End of text)

Section C - Description/Specifications/Statement of Work

1.0 SCOPE

This Statement of Work (SOW) sets forth the requirement for non-personal services to support the full range of technical engineering support necessary for cradle-to-grave program management of Program Executive Office Integrated Warfare Systems, Above Water Sensors and Lasers Program Office (PEO IWS 2.0).

1.1 Background

This SOW applies to the areas of Program Management, Systems Engineering and Development, Test and Evaluation, and International Programs. PEO IWS 2.0 programs are organized into two major categories; (1) Development Systems which are systems under development or systems not yet fielded, systems in Low Rate Initial Production (LRIP) or just entering Production, or fielded systems undergoing major change/upgrade, and (2) Deployed Systems, which are systems fully developed and in Full Rate Production and those in the Operations and Support phase. Development systems are various levels of Acquisition Category (ACAT), including ACAT I through IV programs. For the purposes of this contract, the contractor will be responsible for supporting all development and deployed systems, current and future, in the IWS 2.0 portfolio.

2.0 APPLICABLE DOCUMENTS

The following list provides a comprehensive list of documents the Contractor shall adhere to in the performance of the Statement of Work. All references listed are assumed to be the latest revision as of the date of Task Order (TO) award. Documents may be updated throughout performance of this task order.

DoDD 5000.01 Change 2	THE DEFENSE ACQUISITION SYSTEM	31 Aug 2018
DoDI 5000.02 Change 4	OPERATION OF THE DEFENSE ACQUISITION SYSTEM	7 Jan 2015 10 Aug 2017 31 Aug 2018
MIL-HDBK-1785	SYSTEM SECURITY ENGINEERING PROGRAM MANAGEMENT REQUIREMENTS	22 Apr 2014
DoDD 8500.01E Change 1	CYBERSECURITY INFORMATION ASSURANCE (IA)	07 Oct 2019
DoDI 8510.01 Change 2	RISK MANAGEMENT FRAMEWORK (RMF) FOR DOD INFORMATION TECHNOLOGY (IT)	28 July 2017
SECNAVINST 5239.3C	DEPARTMENT OF THE NAVY CYBERSECURITY POLICY	2 May 2016
NAVSEA INST 5239.2B	DEPARTMENT OF THE NAVY CYBERSECURITY WORKFORCE MANAGEMENT AND QUALIFICATION MANUAL	30 Jun 2016
DoDI 8140.01 Change 1	CYBER WORKFORCE MANAGEMENT	31 Jul 2017
DoD 8570.01-M Change 4	INFORMATION ASSURANCE TRAINING, CERTIFICATION, AND WORKFORCE MANAGEMENT	23 Apr 2007 10 Nov 2015
SECNAV INST 5239.20A	DEPARTMENT OF THE NAVY CYBERSPACE INFORMATION TECHNOLOGY AND CYBERSECURITY WORKFORCE MANAGEMENT AND QUALIFICATION	10 Feb 2016
SECNAV INST 1543.2	CYBERSPACE/INFORMATION TECHNOLOGY WORKFORCE CONTINUOUS LEARNING	30 Nov 2012
OPNAV INST 5239.3B	INFORMATION ASSURANCE MANUAL	20 Aug 2008
DoD Digital Modernization Strategy	DoD Information Resource Management Strategic Plan FY19-23 Department of Defense Office of Prepublication and Security Review	7 Jul 2019
DoDm 5000.04-M-1	Cost and Software Data Reporting (CSDR) Manual	04 Nov 2011

The scope of support required shall encompass Pre-Systems Acquisition (Concept & Technology Development Phase), and Systems Acquisition (Engineering and Manufacturing Development and Initial Production Phase), Full Rate Production and/or Operations and Support phases.

3.1 Program Management. The contractor shall provide program management support to all programs, current and future, in the IWS 2.0 portfolio.

3.1.1 Provide support to the PEO IWS 2.0 Major Program Manager, Deputy Program Manager, Plans and Programs Principle Assistant Program Manager (PAPM), Technical Director PAPM, Test and Evaluation PAPM, all Product PAPMs and the Task Order Manager in the execution of planned and emergent work tasks. Provide timely, high quality and cost efficient program deliverables, which have been coordinated with, and/or across, other Divisions.

3.1.2 Provide program management support using/from a surface sensor perspective, taking data from each individual effort and combining, consolidating, and integrating the information at the PEO IWS 2.0 level. Effectively coordinate program support efforts with various NAVSEA Offices and field activities, external Navy and Government organizations, production contractors, and other support contractors. Forecast upcoming/recurring PEO IWS 2.0 events, recommend courses of action, and provide advance draft deliverables in anticipation of program needs.

3.1.3 Provide support for various internal and external reports and databases. Maintain access to retrieve or upload technical data/information with various internal and external databases. Perform tasking to enter, retrieve, update and/or troubleshoot data/information to include but not limited to, PEO IWS SharePoint, Defense Connect On-line (DCO), Defense Acquisition Management Resource (DAMIR), ASN(RDA) Information System (RDAIS), etc.

3.1.4 Support PEO IWS 2.0 personnel in the execution of planned and emergent work tasks. Coordinate data collection, conduct analysis and prepare technical briefings and point papers, presentations, Program Objective Memorandum (POM) issue papers, Naval messages and other program documentation to support program requirements. Develop spreadsheets, metrics, graphics and presentation material in support of PEO IWS 2.0 tasking. Coordinate, track, and develop senior level programmatic briefing packages, such as Congressional briefings, Requests for Information, Baseline Execution Reviews, Contract Horizons and other presentation packages in support of recurring or ad hoc meetings and data calls. Effectively manage current and historical PEO IWS 2.0 data and deliverables in an electronic format. (CDRL A003)

3.1.5 Provide support in the areas of Security Classification Guides, information security, program protection and Information Assurance (IA). The contractor shall be familiar with statutory and regulatory requirements governing security for DOD acquisitions and understand the major tasks involved in developing and maintaining strategies, documents and plans, certifications and accreditations. Maintain an internal security program to monitor security awareness, Information Assurance (IA) awareness, visitor control and classified document control.

3.1.6 Provide technical support and assistance in reviewing, assessing, and complying with policies, standards, guidelines, or procedures established by DISA, DoN CIO, NAVSEA CIO, or PEO Business Information Executives. Document and analyze management processes and provide recommendations to continually improve process efficiency. Provide support to include reviewing and commenting on office organizational plans, training, performance awards, and DAWIA certification.

3.1.7 Provide Information Technology (IT) support, including interfacing with SEA00IT/NMCI/CIO/PEO IWS personnel with regards to PC, server, CDMS, and security issues.

3.1.8 Provide administrative support to allow the government to conduct source selection activities at the contractor's facility.

3.1.9 Generate, review, and update meeting agendas, minutes, and action item lists. (CDRL A004)

3.1.10 Support proposal evaluations (limited to advice and assistance for competitive contract proposals) by providing technical support for proposal analysis using subject matter expertise. This includes the maintenance of a classified Local Area Network (LAN).

3.1.11 Develop and maintain a staffing tracking tool to provide the current status of contract manning on a monthly or as needed basis.

3.1.12 Provide regular man-hour usage reports and funding status and invoice products (CDRL A002).

3.2 Systems Engineering and Development. The contractor shall provide systems engineering and development support to all programs, current and future, in the PEO IWS 2.0 portfolio.

3.2.1 Perform systems and advanced technology analysis.

3.2.2 Maintain a technology database that is accessible by the government (both unclassified and classified).

3.2.3 Support engineering analysis and trade-off studies to support mission performance improvement.

3.2.4 Monitor emerging science and technology developments for applicability to program requirements.

3.2.5 Assist in performing program monitoring and control efforts, including critical path management, planning and preparation for critical events and establishment and implementation of other control methods tailored to requirements including development of milestone charts, Plans of Action and Milestones (POA&Ms), schedules and timelines.

3.2.6 Support technical management and systems engineering processes, including specific subject matter technical expertise in the areas of, but not limited to, radar signal processing, radar detection, tracking, and discrimination for surface, air, electronic warfare, lasers and Ballistic Missile Defense (BMD) operations. Subject matter expertise shall include RF and microwave technologies, including microwave tubes and transmitter/amplifier technologies that may include solid-state devices, as well as radar architecture designs and upgrades, including radar data, signals, networks, and messages.

3.2.7 Support system evaluations, engineering analysis, system engineering studies, and trade-off studies as directed by the Government to support mission performance improvement. Assist in the development and updates of required technical documents to support acquisition and system or mission performance. Support technical requirements development and analysis, including drafting, coordination, and review of JCIDS and related documents as directed by the Government. Review, analyze, and evaluate engineering analysis and studies, concept studies, and feasibility studies for technical

accuracy.

3.2.8 Provide program risk assessments, analysis, tracking, and reporting, to include performing program risk assessments for use in senior level briefings. Maintain and actively manage program risk registers by conducting risk status meetings with functional leads and risk owners, assessing risk impacts, maintaining the status of risk mitigation progress, and facilitating program Risk Review Boards (RRBs).

3.2.9 Provide technical expertise to support the implementation of Model Based Systems Engineering (MBSE) in PEO IWS 2.0 portfolio programs.

3.2.10 Support MBSE efforts during program execution.

3.2.11 Assist in developing doctrine, CONOPS, tactics and requirements documentation and assessing applicability of advanced technology.

3.2.12 Provide EMI/EMC and Spectrum Management support. Provide technical support for national and international spectrum allocations/assignments for developing systems. This support shall include drafting technical analyses and participation in U.S. Joint Working Parties, U.S. National Committee, International Telecommunication Union and meetings with various other commercial groups.

3.2.13 Support preparation of system concepts and design criteria from top-level mission requirements and operational precepts; perform technical planning, requirements development, system integration, risk evaluations, and effectiveness analyses for Integrated Air and Missile Defense (IAMD) capability insertions.

3.2.14 Support the preparation and review of concepts, plans, and specifications for integrating system equipment and data into ship combat systems, and the preparation and analysis of optimal integration techniques and designs for system data interfaces to achieve maximum combat system effectiveness against projected threats.

3.2.15 Support systems engineering efforts necessary to develop technical definitions of specifications that validate the ability of the proposed solution to meet the operational requirements based upon high-level analysis, concept designs, or feasibility studies.

3.2.16 Review, analyze, and evaluate engineering analysis and studies, concept studies, and feasibility studies for technical accuracy. (CDRL A005)

3.2.17 Perform applications analysis/development.

3.2.18 Assess technology readiness levels.

3.2.19 Develop and/or review technical inputs for specifications and maintenance of traceability back to the requirements documents prior to contracting for sensor development.

3.2.20 Perform concept development and implementation assessment, to include providing technical input and assisting in the preparation of concept briefings and white papers to support development and integration.

3.2.21 Support Systems Engineering processes and reviews to include drafting and staffing of Systems Engineering Plans and support for technical review processes. Familiarity with the NAVSEA/PEO IWS Technical Review Manual is required to be able to support the government in coordinating reviews, establishing entrance and exit criteria, drafting and staffing all required reports, and coordinating key stakeholders involvement.

3.2.22 Plan, organize, provide technical support to, participate in, and conduct In-Progress Reviews (IPRs), Working level Integrated Product Team (WIPT), Integrated Product Teams (IPTs), Design Reviews (SFR, SRR, PDR, CDR, PRR, IPR etc.), Technical Interchange Meetings (TIMs), Working Groups (WGs), Configuration Control Boards (CCBs) steering groups/committees and other programmatic or systems engineering/technical meetings in the areas of Command Control Communication Computer and Intelligence (C4I), Combat System and ship integration, Systems Security, and Test and Evaluation (T&E), and provide assessments and recommendations to PEO IWS 2.0 personnel.

3.2.23 Review and provide comments on hardware and software systems design, development schedule, compliance with the requirements, and systems specifications. Review system and sub-system specification documents to ensure traceability and technical correctness. Participate in comment adjudication meetings to prioritize and consolidate comments in collaboration with Subject Matter Experts (SMEs) from Government stakeholders and industry.

3.2.24 Perform Human Machine Interface (HMI) analysis of end-user displays to ensure Human Factors Engineering (HFE) principles are utilized in system design and development.

3.2.25 Provide technical support by monitoring and evaluating industry concepts, specification analysis, designs, risk assessments and production processes. Support industry liaison efforts as directed by the Government.

3.2.26 Assist in the development of transition plans and supporting documentation.

3.2.27 Monitor the development of emerging technologies to aid in ensuring logical technical approaches and realistic schedules for the introduction of that technology into developing sensors and to include staffing of Transitioning Technologies.

3.2.28 Support coordination with other Government agencies, regulatory agencies, and commercial companies and develop program documentation and correspondence to address and resolve technical issues and obtain approval and/or concurrence of proposed new systems and/or waivers and exemptions.

3.2.29 Assist in the development and maintenance of program security instructions, security classification guides, DD-254's and security briefing materials.

3.2.30 Assist with releasability and classification issues for foreign release. Support Technology Transfer Security Assistance Board (TTSARB) policy actions and assessments. Assess risks and provide recommendations for data or technology release with consideration for classified counterintelligence information. Prepare and update program protection plans including critical program information (CPI), anti-tamper plans, CI support plans, foreign disclosure guidelines, and delegation of disclosure authority letter

3.2.31 Provide technical support to the ACAT program milestone review and approval process, which requires an in-depth understanding and practical working knowledge of the technical aspects of applicable DOD and Navy instructions, policies, and processes. This entails providing technical recommendations, reviewing, providing comments, and analyzing all necessary statutory and regulatory program documentation. Support preparation of presentations, metrics updates and other materials to support Coordination Team Meetings, Program Reviews and other efforts associated with achieving ACAT Program acquisition milestones. (CDRL A003)

3.2.32 Provide contract support, including assistance with contractor performance, review of CDRL and Non-CDRL deliverables, investigating reports of contract discrepancies, and contract close-out.

3.2.33 Provide technical input to support the drafting and review of contract Procurement Request documentation, including, but not limited to, recommendations for CLIN/TI technical scope, Statements of Work, Specifications, Contract Data Requirement Lists (CDRLs), CFI, CFE, GFI, and GFE, by contract line item, for both new contracts and modifications to existing contracts.

3.2.34 Support Modeling and Simulation (M&S) development and Verification, Validation & Accreditation (VV&A).

3.2.35 Support Certification, Accreditation, and Information Assurance (IA)/Cyber Defense processes, by developing and reviewing associated documentation for events such as Element Certification, Mission Readiness Assessments (MRA), Software Systems Safety Review Panel (SSSTRP), and Weapons System Explosives Safety Review Board (WSERB).

3.2.36 Provide technical expertise in managing, maintaining, and delivering cyber secure surface Navy combat systems. Assist in developing cybersecurity assessments, authorizations, and management activities at the Integrated Combat System (ICS) level to provide a more holistic understanding and monitoring of cybersecurity risks. Review RMF security authorization packages for IWS Platform Information Technology (PIT) systems that are under the purview of the IWS Lead Information System Security Manager (ISSM); manage and monitor authorization packages through the entire NAVSEA review and approval chain.

3.2.37 Review cybersecurity policy documents from DoD, DoN, NAVSEA and PEO IWS. Support the Surface Navy Combat System Cybersecurity Strategy and IWS strategic level vision to achieve enclave-level cybersecurity requirements that flow down to individual elements. Establish the engineering, governance, and risk management processes to deliver secure combat systems while minimizing risk and cost.

3.2.38 Generate and maintain combat system Cyber Security packages, including the RMF Six-Step Process.

3.2.39 Provide the ability to identify and execute scans/Security Technical Implementation Guide (STIGs) on systems.

3.2.40 Provide qualified personnel to support the validation of Cyber Security packages.

3.2.41 Maintain information on Navy eMASS within NAVSEA Secure Internet Protocol Router (SIPR) facility

3.2.42 Provide cyber engineering support tasks associated with requirements development, software implementation, integration, test, certification and sustainment of combat system elements.

3.2.43 Provide cyber engineering input for acquisition pathway documentation and milestone reviews.

3.2.44 Provide support by designing, developing, deploying and sustaining a web-based technical knowledge sharing application (e.g., a Wiki) using COTS software to provide a central repository of information related to policy and process guidance, best practices and lessons learned, and tools and templates that IWS 2.0 staff can utilize in support of acquiring and sustaining above surface systems.

3.2.45 Conduct research to source technical content, synthesize and create new content (when needed), and develop processes and tools needed to effectively and efficiently continue updating/populating the Wiki as new content is identified.

3.2.46 Develop content for Wiki User Story including (at a minimum): content overview; identify existing policy, standards, guides, or textbooks; provide lessons learned, best practices, and executable templates; delineate processes to eliminate gaps in policy or guidance, or to illustrate application of best practices; identify available software applications/tools; and training courseware.

3.2.47 Develop and deliver training on use of the Wiki and for specific User Story content.

3.2.48 Develop and promulgate business rules/processes for Wiki administration and sustainment.

3.2.49 Support the PEO IWS SETR process, technical, and programmatic meetings, and preparation of presentations and meeting minutes resulting from working group meetings, pre/post meeting preparation, follow-up working group meetings, and action item resolution from working group meetings related to the Wiki development project. (CDRL A003)

3.2.50 Provide support for the management of technical baselines to include functional, allocated, and product baselines.

3.3 Test and Evaluation (T&E). The Contractor shall provide T&E support to all programs, current and future, in the PEO IWS 2.0 portfolio.

3.3.1 Coordinate and participate in DT/OT Test Planning Working Groups (TPWGs), Test and Evaluation Working Groups (TEWGs), Mission Readiness Reviews (MRRs), Mission Control Panels (MCPs), Test Evaluation, and Assessments Support Group (TEASG), Flight Test Target Design Reviews, Test Readiness Reviews (TRRs), Scenario Working Groups (SWGs), Test Event Reviews (TERs), and Test and Evaluation Master Plan (TEMP) Working Group meetings, and M&S reviews, M&S IPTs, M&S TestBed meetings, Threat M&S meetings, and M&S Workshops.

3.3.2 Review test plans and procedures for accuracy, scenario completeness and test objective compliance. Perform evaluations of linkage of resulting scenarios back to TEMP objectives and thresholds, ensuring all objectives are accurately translated into test plan sections.

3.3.3 Monitor and evaluate all phases of software testing, including: unit testing integration testing, system testing and acceptance testing.

3.3.4 Provide technical and program management support for DT/OT flight test events, including but not limited to: Air Warfare, Surface Warfare, BMD, and IAMD tests. Efforts include development of government test plans, development of data management/handling/analysis plans, scenario development, identification and scheduling of test assets, range coordination, evaluation of flight test target development, and target launch platform integration and assessments.

3.3.5 Provide technical and program management support for electronic attack and electronic protection test efforts.

3.3.6 Research test methods/processes within PEO IWS with other PEOs and DOD organizations in order to find opportunities for potential synergy to leverage assets.

3.3.7 Review and assess current T&E and M&S capabilities to achieve published and assigned Test Objectives.

3.3.8 Maintain a library of Capabilities and Limitations and all TEMP changes and updates. Collect, track, and support identification and resolution of TEMP issues. Produce and distribute issue assessment reports. Provide technical analyses, resource management, and services support in planning and conduct of developmental and operational tests. Support test processes outlined in the TEMP.

3.3.9 Provide technical and program management support for advanced planning, test objectives definition, resource requirements, and post-test analysis/lessons learned of T&E events.

3.3.10 Develop and maintain T&E and M&S planning schedules. Identify schedule problem areas and recommend solutions, and provide status reports. (CDRL A001)

3.3.11 Draft scheduling correspondence for review and approval, and process T&E requirements, including electronic submissions to, and monitoring of, fleet schedule bulletin boards.

3.3.12 Coordinate, schedule, and support all test and M&S reviews. Review post-test data analyses and test reports, including quick-look reports. Evaluate test event data and identify test program issues and lessons learned. Participate in post-test event reviews.

3.3.13 Monitor test operations and provide assessments.

3.3.14 Provide technical and program management support to develop senior level briefings and presentations on test execution results and all T&E anomalies. (CDRL A003)

3.3.15 Review enterprise T&E and M&S documents and participate in enterprise T&E and M&S meetings.

3.3.16 Prepare for and participate in preparation and staffing of T&E acquisition documentation.

3.3.17 Generate, coordinate and provide technical and programmatic peer reviews of T&E and M&S products.

3.3.18 Prepare T&E responses to T&E and M&S data calls.

3.3.19 Research T&E and M&S policies and guidance documentation.

3.3.20 Provide technical services and modeling and simulation expertise in the areas of interoperability, test and evaluation, and Modeling and Simulation. Assist in defining the use and verification, validation, and accreditation (VV&A) requirements of various models, simulations, and doctrine to both Government and Industry developed models

3.3.21 Provide technical and program management support for Task Planning Sheet and Integrated Master Schedule (IMS) develop for various test events.

3.3.22 Provide technical and program management support for Modeling and Simulation (M&S) development to support IWS 2 T&E and IWS System of Systems M&S development, instantiation and approval reviews.

3.3.23 Liaison/coordinate/evolve digital MBSE SE products into digital M&S products for T&E implementation.

3.3.24 Provide technical and program management support in the development of Cyber Security test strategies and approaches for acquisition programs. Assist in the definition of IA and Cyber testing requirements to meet program objectives. Familiarity with the 8500 series of DOD publications as well as community best practices for testing IA/Cyber compliance requirements on contracts is required.

3.4 International Programs. The contractor shall provide International program support to all programs, current and future, in the PEO IWS 2.0 portfolio.

3.4.1 Analyze domestic and international strategies and policies.

3.4.2 Collect data, conduct analysis and prepare briefings.

3.4.3 Assess international technology.

3.4.4 Provide systems and advanced technology analysis.

3.4.5 Provide US and foreign government/contractor liaison efforts.

3.4.6 Develop draft international cooperation strategies, technology assessments, feasibility studies and other assessments.

3.4.7 Develop draft programmatic documentation and agreements to include but not be limited to Summary Statements of Intents to support Memorandum of Understanding/Agreement (MOU/MOA) development and Project Agreements (PA) development, Technology Assessment/Control Plan (TA/CP), Delegation of Disclosure Letters (DDLs), Technology Transfer Security Assistance Review Board (TTSARB) recommendations, and Data Exchange Agreements.

3.4.8 Coordinate funding requirements with the Navy International Programs Office (NIPO).

3.4.9 Support and participate in technical and programmatic discussions.

- 3.4.10 Assist with technical liaison efforts between foreign and US Government and Contractor personnel.
- 3.4.11 Coordinate Joint Program/Steering Committee meetings.
- 3.4.12 Assist in the development of Project Plans.
- 3.4.13 Facilitate the review of export licenses and Technical Assistance Agreements.
- 3.4.14 Provide Foreign Military Sales (FMS)/Technology Transfer and Security Assistance Review Board (TTSARB) case management support, reviews, and assessments for assigned cases.

4.0 SURGE CAPABILITY

If the Government determines that an increased level of effort for support services within this SOW scope is required, the Government reserves the right to exercise a SURGE Option CLIN for additional work in accordance with this SOW. The contractor shall provide the resources to support a surge in volume, velocity, and/or variety capability of hours up to the amount identified in Section per Option Year. Surge labor will be tasked via Technical Instruction (TI).

5.0 GENERAL REQUIREMENTS

The Contractor shall supply a full range of engineering, technical, and professional support services across the PEO IWS 2.0 programs in the areas of Program Management, Systems Engineering, Test and Evaluation, and International Programs. All support services shall be provided in the Washington DC, Metropolitan area unless other locations are specifically authorized. The Contractor shall be prepared to ramp up immediately and have the team in place and fully functioning within 60 days after award of the contract.

The contractor team shall align itself to support the Government staff with the most cost effective mix and number of support personnel with an adaptable, flexible structure that is best suited to accomplishing both planned and emergent tasks. The Contractor shall provide forward thinking, innovative, and well integrated/coordinated support for PEO IWS 2.0 task areas that best support the Program Office's responsibility to satisfy both current and future military needs for Above Water Sensors and Lasers. The Contractor shall execute the scope of work in a manner that provides for high quality, timely and well-integrated support services. The contractor and government management team shall meet as necessary to discuss optimum manning and task distribution as well as man-hours usage and invoice reporting.

The Contractor shall have an electronic mail capability and have the necessary connectivity to communicate with PEO IWS 2.0. MS Outlook mail is preferred in order to communicate and coordinate meetings and schedules. However, as the government adjusts its use of alternative applications, the contractor will be expected to adjust accordingly in a timely, efficient manner.

The Contractor shall have the capability to interface and access government websites and systems. Access to other systems may be deemed necessary as they evolve or become available.

5.1 Security Requirements

The contractor's primary facility shall have an active SECRET Facility Clearance (FCL) during performance on this Task Order.

The contractor will assist in modernizing and developing systems that are classified which will require the contractor to Receive, Store, and Generate Classified Information. Techniques to modernize these systems, testing of the systems, and overall system performance could be classified and the subject of e-mail and written reports. In this capacity, the contractor will generate and be in receipt of classified material.

The Contractor shall identify a Security Officer who shall (1) be responsible for all security aspects of the work performed under this Task Order (TO), (2) assure compliance with all DOD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 shall be prepared and issued.

The Contractor shall have access to information and up to SECRET classification to complete tasking previously described in this SOW. The Contractor will have access to Non-SCI intelligence information and NATO (at the Secret level for SIPRNet access/accounts).

The Contractor shall be responsible for obtaining all necessary Public Key Infrastructure (PKI) certificates for its employees who must access DOD websites to ensure secure electronic communications. Contractors must have the ability to digitally sign and encrypt emails to Government personnel.

The Contractor shall provide security administration, control, storage and dissemination of sensitive and classified material up to SECRET level.

The Contractor shall provide SIPRNet (Secret Internet Protocol Router Network) within six months of contract award. Contractor shall provide and maintain classified workstations and servers, as required, and associated software. Contractor shall coordinate and complete all necessary classified hardware certification requirements (Authority to Operate (ATO)) to allow the government to effectively perform source selection activities in a classified environment if required. Workstations shall be configured for use with classified documents, spreadsheets, databases and presentations. Workstations and server shall be labeled and marked for classified processing in accordance with internal contractor guidelines, NISPOM, and all applicable directives and regulations.

The Contractor will be capable of receiving, processing, storing, retrieving, and transferring classified documents to authorized personnel in a timely manner. The contractor will ensure classified and proprietary information is properly segregated from other contracts. The contractor shall store and maintain all correspondence, contract documentation, and presentation material generated in support of this contract.

The Contractor shall provide Surface Electronic Warfare Wide Area Network (SEWWAN) access. SEWWAN is a Government-managed classified WAN with the primary intent of connecting Government and prime contractor sites that may not have SIPRNet access. The Government will provide the Contractor an Information Security Plan (ISP) that describes protection integrity of business sensitive and classified information, including the software tools and hardware devices to control access to

the VLAN. The Contractor shall furnish a location for the SEWWAN that provides the following:

- An approved SECRET area for workstation placement
- An approved area for COMSEC equipment (Taclane enclosed in a padlocked Hoffman box); this area may or may not be the same area as the workstation area identified above
- Copper cabling can be provided between workstation, printer, and firewall and also between firewall and Taclane if Taclane is in the same area as workstation. If Taclane resides in a separate area, site will provide cabling from Taclane to firewall. Site shall provide cabling to Taclane from site's network.
- Power outlets for workstation, printer, firewall, Taclane, and Hoffman box fan
- Unclassified connection for the Taclane (multimode fiber or copper)
- Unclassified IP address, subnet mask, and Default Gateways for Taclane use
- Site-managed firewall changes required to permit the remote site Taclane to communicate with NRL's Taclane.
- Points of contact (POCs) for the site-managed firewall for troubleshooting the initial connection
- COMSEC POC to provide to NRL COMSEC POC to enable Taclane and Keys to be provided
- Drawing of remote site workstation and Taclane area(s) showing location of workstation and Taclane in the area as well as any other IT equipment in the area

5.2 Personnel Security Clearances

All Contractor personnel under the Task Order must be a United States citizen and shall possess, at a minimum, at the time of Task Order start date a current or interim SECRET clearance based on completion of a T3/National Agency Check (NACLC), completed background investigation that is equivalent to a NACI, OR have both a valid background investigation submitted to OPM and the return of favorable fingerprint results from an FBI check. Access to classified information will be on a need-to-know basis.

The Contractor shall comply with guidelines specified on the DD Form 254. Access to classified spaces and material and generation of classified material shall be in accordance with the DD Form 254, NISPOM, SECNAVINST M-5510.36 (Information Security Program) and SECNAVINST 5510.30 (Personnel Security Program).

5.3 Facilities

The Contractor shall provide facilities that shall include at a minimum:

Classified up to the SECRET level and UNCLASSIFIED conference rooms and associated facilities (i.e. War Rooms) for holding Government sponsored meetings at the UNCLASSIFIED and up to SECRET Classification level. In addition, conference rooms will support Unclassified and Classified up to the SECRET level teleconferencing, video conferencing and briefings. SECRET level teleconferencing and video conferencing shall be provided within six months of contract award. The contractor shall provide a primary facility with conference rooms near the Washington Navy Yard (WNY). The Government particularly desires that this facility be within the Section J, Attachment 11 designated area.

Within this facility, the Contractor shall provide a minimum of one large (seats at least 50 people), one medium (seats at least 35 people), and one small (seats at least 20 people) conference room. The large conference room must be able to be divided to support two meetings simultaneously. All conference rooms will include a large white board (minimum four by eight feet), electronic projection, speakerphone capability, and access to Wi-Fi.

The Contractor shall provide two war rooms. Each War room should be of sufficient size to comfortably accommodate 20 people in one war room and 10 people in one war room.

Each war room shall contain:

- Large conference table and chairs
- Open storage for classified material - (If open storage is not already available, then approved containers, located in the war room, may be substituted)
- (1) Unclassified work station, including computer, w/Internet Access
- (1) Classified work station, including computer, up to Secret Level
- (1) STE Phone with appropriate Crypto Key material
- (1) Color Printer
- (1) Speaker phone on Conference Table
- Electronic Projection up to Secret Classification Level with Screen
- Walls in room to have "tacky" surface
- Classified 4-drawer safe
- Storage for Unclassified Files/supplies
- Large whiteboard (minimum 4 feet by 6 feet)
- Access to Unclassified Copier
- Access to Classified Copier
- Access to Classified shredder

The Contractor shall provide 5 work stations for use of Government employees on a temporary basis. Each work station shall include desk space, phone and access to Wi-Fi.

Contractor shall provide and maintain unclassified workstations and servers, as required, and associated software. Microsoft Office version shall be compatible with the version used in PEO IWS. Contractor shall configure workstations with access control in accordance with contractor internal guidelines and NISPOM and DoD information security requirements.

5.4 Identification Badges

The contractor will be responsible for providing PEO IWS government and contract personnel with identification badges for access to contractor facilities provided under this Task Order. The Contractor shall require all personnel within facility to be issued identification badges (whether badges or temporary visitor badge access) before entering contractor facility for any reason. The identification badge shall be visible at all times while employees are on the requiring activities property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges.

Any government issued IDs, including Common Access Cards (CAC) shall be returned to the COR via contractor PM or FSO within 24 hours of employee departure or upon request by the Contracting Officer or COR.

5.5 Contractor Identification

This SOW is for non-personal services as defined by FAR Subpart 37.104. As such, Contractor personnel shall identify themselves as Contractor employees by introducing themselves or being introduced as contractors and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations, and informal and informal written correspondence.

5.6 Travel Requirements

Both CONUS and OCONUS travel will be required in the performance of this requirement. All travel shall be approved by the COR in advance of travel commencement. The submittal shall include purpose, justification, travel dates, destination, best estimates for airfare rentals, lodging, and per diem. The Contractor shall submit a trip report to the technical points of contact for all travel performed no later than one weeks after completion of the trip. For trips made to OCONUS locations that are so designated per the Defense Base Act (DBA), the Contractor is authorized to bill for DBA liability insurance. (CDRL A004).

Any travel costs in excess of the per diem rates noted in the Federal Travel Regulation, Joint Travel Regulations, or Standardized Regulations shall be approved by the COR in advance. In order for higher costs to be allowable, the following conditions must be met: 1) one of the conditions warranting approval of the actual expense method, as set forth in the aforementioned regulations must exist and 2) a written justification for use of the higher amounts must be approved by the COR. Airfare exceeding the economy or coach class shall be approved by the COR prior to the commencement of travel. Exceptions are reviewed by the COR and the Program Office customer on a case-by-case basis. The Contractor will be responsible for any excess expenses incurred if COR approval is not obtained before expenses are incurred.

5.7 Information Non-Disclosure Agreement (NDA)

Contractor personnel may be required to sign Non-Disclosure Agreements (see Section J Attachment 13) as applicable to specific SOW tasking. NDAs shall be provided to the COR no later than 60 days after contract start date and 30 days upon new-hiring action of new personnel throughout the life of the Task Order. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

5.8 Safety and Health

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

5.9 Purchase Approval

The contractor shall obtain COR and Contracting Officer approval for purchases greater than \$3,000. All contract purchases regardless of cost shall provide justification with genuine reason or explanation for the purchase to include a description of materials, identification of the requiring site location, identification of system and/or contract position, identification of the proposed supplier, and the basis of award.

5.10 Mandatory Training and Training Approval

The Government may require contractors who require NMCI accounts to participate in certain mandatory training requirements. The COR will notify the contractor of mandatory training as requirements arise during performance. It is the responsibility of the contractor to ensure that these training requirements are met and properly reported to the COR. Mandatory training may include, but is not limited to, Antiterrorism Training, Combating Trafficking in Persons (CTIP),

Counterintelligence Awareness, Information Assurance Training, Operations Security (OPSEC), Physical Security and Privacy Act and Personally Identifiable Information (PII) training.

Unless expressly provided herein, all responsibility for training that is required for the contractor to maintain a specific expertise or Continuous Learning is the sole responsibility of the contractor. All purchase requests in which labor hours are intended to be billed to the PEO IWS customer requires prior approval from the Program Office customer, COR and Contracting Officer.

5.11 Non-Personal Services

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks.

Under no circumstances will the Government assign tasks to, or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the COR immediately. Support services under this Task Order shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

5.12 Labor Tripwire Justifications

The Contractor shall advise the COR and the Contract Specialist, by email, if the pending addition of any individual (Key or non-Key) will be at a fully loaded (through fixed fee) labor rate that exceeds the labor tripwire amount, as set forth under NAVSEAINST 4200.19B (or latest version of policy series), in a contract labor category with no previous tripwire approval. If the contract labor category has not been approved, the Contractor may not proceed with the addition until he is advised by the Contract Specialist that the request has been approved.

The Contractor's request shall include: the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order. If the individual is a Sub-contractor or consultant, the rate build-up shall include the Prime Contractor's pass through rate.

5.13 Website Security

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

6.0 DATA RIGHTS

This is a Task Order for the provision of services by the Contractor. In accordance with law and policy and with the provisions of this Task Order, Contractor personnel shall perform as required by this Task Order, and such work shall include working in cooperation and collaboration with Government personnel.

Performance of this Task Order work shall require, among other things, the Contractor to access and use Government-owned data such as software, documentation, technical data, process and report templates, and the like. Any and all software, documentation, technical data, and the like generated from such access and use shall also be and remain Government-owned data and shall be included in an appropriate technical report or other deliverable. The Contractor's use of, and access to, Government-owned data shall neither constitute nor create any Contractor rights in, or license to, such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein. On occasion and incidental to the provision of support services by the Contractor, the Contractor may be tasked to independently create discrete new data products (e.g., a computer software program, drawings) that do not derive from existing data. Such products shall be specifically identified by the Government in writing and shall be delivered pursuant to the appropriate Contract Data Requirements List (CDRL) document. Rights in such products shall be governed by the appropriate contract clauses.

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

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

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

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

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

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

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

(End of text)

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

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

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

(1) The support contractor not disclose any information;

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

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

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

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

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

(End of text)

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

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

a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The N6339420R0008 Page 30 of 128 SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.

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

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

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

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

2. Compliance to NIST 800-171

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

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

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

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

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

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

(5) Implement: i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and, N6339420R0008 Page 31 of 128 ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see <https://csrc.nist.gov/projects/cryptographicalgorithm-validation-program>);

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

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

3. Cyber Incident Response

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

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

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

4. Naval Criminal Investigative Service (NCIS) Outreach The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

5. NCIS/Industry Monitoring

- a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.
- b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.
- c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-U.S. law. d) Recommended Number (IAW FAR 52.1 and DFARS 252.103):

(End of Text)

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

Definitions.

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

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.

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.

(End of text)

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

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

(End of text)

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

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

(End of text)

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with the detailed obligations to which the Contractor committed itself in Proposal dated in response to Solicitation No. N0016422R3007.

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

(End of text)

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

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

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

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

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

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

*To be determined at time of award [insert name and code]

(End of text)

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

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001, A002, A003, A004, A005, and A006, attached hereto.

(End of Text)

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

(a) The contractor shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010.

The contractor shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system.

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

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

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

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

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

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)

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

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

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

(d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.

(e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.

(f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the

Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(g) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of Text)

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

(a) Government-unique mark, as used herein, means any mark that identifies and distinguishes goods first developed or manufactured in performance of a Government contract or that identifies and distinguishes services first rendered in performance of a Government contract.

(b) The Contractor must notify the Contracting Officer in writing of its intent to assert rights in, or file an application to register, a Government-unique mark. The

Contractor's notification shall be in writing and shall identify the Government-unique mark (including the word, name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.

(c) Failure of the Government to respond to the notification does not waive the Government's right under the Trademark Act to contest the Contractor's assertion of rights or application.

(d) Nothing contained herein provides authorization or consent, express or implied, by the Government regarding the Contractor's use of any mark, including a Government unique mark.

C-237-H001 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (NAVSEA) (OCT 2018)

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

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

b. The contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.mil>.

c. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30.

While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://dod.ecmra.support.desk@mail.mil>.

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

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

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

(c) Key personnel are identified in an attachment in Section J (attachment 9).

(End of text)

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of text)

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

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

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

(End of text)

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

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

Location/Address:

[*] To be determined at task order award.

(b) The contractor will be given [10] 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 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 task order award.

(End of text)

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

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

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

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

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

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

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

(End of text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVAE) (OCT 2018)

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

- (1) Impact on subcontracting goals,
- (2) Impact on providing support at the contracted value,
- (3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort-e fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(End of text)

C-245-H005 INFORMATION AND C-245-H005 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--ALTERNATE I (NAVAE) (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)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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

Applicable to CLIN 4000

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:

(Name of Individual Sponsor)

PEO IWS 2.0

(Name of Requiring Activity)

Washington, DC

(City and State)

(End of text)

Section E - Inspection and Acceptance

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)

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

Item(s) 2000-2900 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

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

For proposal purposes the estimated date of task order award is 10/15/2022. 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.

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.

The Period of Performance of the following Firm items are as follows:

2000	07/21/2022 - 07/20/2023
3000	07/21/2022 - 07/20/2023

The Period of Performance of the following Option items are as follows:

2100	07/21/2022 - 07/20/2023
2200	07/21/2023 - 07/20/2024
2300	07/21/2023 - 07/20/2024
2400	07/21/2024 - 07/20/2025

2500	07/21/2024 - 07/20/2025
2600	07/21/2025 - 07/20/2026
2700	07/21/2025 - 07/20/2026
2800	07/21/2026 - 07/20/2027
2900	07/21/2026 - 07/20/2027
3100	07/21/2023 - 07/20/2024
3200	07/21/2024 - 07/20/2025
3300	07/21/2025 - 07/20/2026
3400	07/21/2026 - 07/20/2027

The Period of Performance for the Data Item (CLIN 4000) is as follows:

CLIN From To
4000 07/21/2022 07/20/2027

Section G - Contract Administration Data

All provisions and clauses in SECTION G of the basic contract apply to this Task Order, unless otherwise specified.

CLAUSES INCORPORATED BY REFERENCE

252.204-7006	Billing Instructions	OCT 2005
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CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)

(a) Definitions. As used in this clause-

"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include-

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include-

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

"Electronic form" means any automated system that transmits information electronically from the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include-

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

"Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

"Receiving report" means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area Workflow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

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

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g.,

PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Government wide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

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

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

(a) Definitions. As used in this clause-

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

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor shall-

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

N/A

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

N/A

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	*
Issue By DoDAAC	N00164*
Admin DoDAAC**	*
Inspect By DoDAAC	N00024*
Ship To Code	N00024*
Ship From Code	*
Mark For Code	N00024*
Service Approver (DoDAAC)	N00024*
Service Acceptor (DoDAAC)	N00024*
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	*
Other DoDAAC(s)	N/A

*To be completed at task order award.

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

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

(g) WAWF point of contact.

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

NAVSEA HQ WAWF Helpdesk: WAWFHQ.fct@navy.mil

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

(End of clause)

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

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

(End of text)

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

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

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

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

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

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

* See Section B and F

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

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

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

(End of text)

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

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

For Government Use Only

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

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

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

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

Item	Type*
2000, 2100, 2200, 2300, 2400, 2500, 2600, 2700, 2800, 2900	CPFF
3000, 3100, 3200, 3300, 3400	CR

*CR - Cost-Reimbursement

*CPFF - Cost Plus Fixed Fee

(End of text)

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: Matt Summers
Address: 300 Hwy 361, Crane, IN 47522
Phone: (812) 854-8756
E-mail: matthew.s.summers.civ@us.navy.mil

(ii) The Contract Specialist is:

Name: Kristen Crane
Address: 300 Hwy 361, Crane, IN 47522
Phone: (812) 854-5220
E-mail: Kristen.m.crane.civ@us.navy.mil

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

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

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

The Contracting Officer's Representative (COR) is:

Name: TBD
Address:
Phone:
E-mail:

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

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

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

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

The Technical Point of Contact (TPOC) is:

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

(g) The Alternate Technical Point of Contact (ATPOC) is responsible for TPOC responsibilities and functions in the event that the TPOC is unavailable due to leave, illness, or other official business.

The Alternate Technical Point of Contact (ATPOC) is:

Name: [*] TBD

Address:

[*City, State, Zip]

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

FAX: (Area Code) xxx- [xxxx]

E-mail: [*]

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

The Ombudsman is:

Name: Matt Burkett

Address: 300 Hwy 361, Crane, IN 47522

Phone: (812) 854-1542

E-mail: matt.burkett@navy.mil

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

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

Name: [*] TBD

Address:

[*Street]

[*City, State, Zip]

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

E-mail: [*]

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

Name: [*] TBD

Title: [*]

Address:

[*Street]

[*City, State, Zip]

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

E-mail: [*]

[*] To be completed at contract award

(End of text)

G-242-H002 HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA) (JUL 2021)

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by NSWC Crane or PMS 325. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link: <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

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

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

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

(f) The hours of operation are as follows:

FROM: 0800 TO 1600

(g) All deliveries to the Receiving Officer, N/A, shall be made Monday through Friday from N/A to N/A, local time. Deliveries will not be accepted after N/A. No deliveries will be accepted on federal government holidays.

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.) IAW FAR 42.302(a), The PCO will not be delegating administration functions to the ACO.

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

1.) Negotiate forward pricing rate agreements,

2.) Establish final indirect cost rates and billing rates for those contractors meeting the criteria for contracting officer determination in Subpart 42.7.

3.) In connection with Cost Accounting Standards (see 30.601 and 48 CFR Chapter 99 (FAR Appendix))--

(i) Determine the adequacy of the contractor's disclosure statements;

(ii) Determine whether disclosure statements are in compliance with Cost Accounting Standards and Part 31;

(iii) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and

(iv) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at 52.230-2, 52.230-3, 52.230-4, 52.230-5, and 52.230-6. and

4.) Determine the adequacy of the contractor's accounting system.

(End of text)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of text)

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

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

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

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

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

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified in Section B would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing

setting forth the acceleration required; the probable benefits which would result; an offer to undertake the acceleration at no increase in the estimated cost or fee; and an offer for the additional man-hours to cover the remainder of the term to include a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term. The offer shall acknowledge that the additional man-hours proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of a signed contract modification by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

H-223-N001 INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL (NAVSEA) (JAN 2019)

Per 29 CFR 1910.1200, Hazard Communication, you, as a contractor employer with employees working at a Government facility, are hereby informed of the hazardous materials used at the Government facility which your employees may be exposed to while working here and also to suggest appropriate protective measures. Your own responsibilities as an employer, if any, are given in 29 CFR 1910.1200.

1. Hazardous materials your employees may be exposed to. Hazardous materials are materials which are cancer causing agents, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, liver toxins, kidney toxins, agents which act on the blood forming system, and agents which damage the lungs, skins, eyes or mucous membranes. There are many potentially hazardous chemicals present at the Government facility which, unless controlled properly, could present a safety and health problem. The presence of many potentially hazardous materials may be apparent from the manufacturer's warning label on the hazardous material containers. The presence of many potentially hazardous materials may also be apparent due to their physical characteristics, such as the visual appearance of abrasive blasting dust or the distinctive smell of many solvents. These hazardous materials range in type and quantity. Typical hazardous materials include, but are not limited to:

- a. Metals, e.g., mercury, lead, chromium
- b. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, and floor coverings, deck compounds
- c. Corrosives, e.g., acids, alkalis
- d. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
- e. Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats
- f. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels
- g. Particulates, e.g., asbestos fiberglass, dust, fumes, mist

Depending on the material involved, materials such as these can present physical hazards and/or health hazards.

2. Labeling of Hazardous Material. Containers of potentially hazardous chemicals bear manufacturer's labeling, which identifies the chemical and its manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National Fire Protection Association (NFPA) 704 label. This label uses a system of color coded symbols and numbers to convey the potential hazard of the material. The contractor should obtain information from NFPA concerning the interpretation of the 704 label.

3. Material Safety Data Sheets (MSDS). The Safety Office maintains copies of manufacturers' MSDS for potentially hazardous chemicals/materials that are known to be present in the Government facility. The contractor may, upon request to the Safety Office, review MSDS for any specific materials to which contractor employees may be exposed while performing work in the Government facility. This information may be reviewed in the Safety Office.

4. Appropriate Protective Measures. Exposure to potentially hazardous material may occur from inhalation, ingestion or skin contact with the material: therefore, the following precautions should be taken:

- a. Obey signs, directions and warning labels;
- b. Do not use unknown or labeled materials;
- c. Only operate equipment that you are authorized to operate, familiar with, and qualified to operate;
- d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to hazardous material, contact the Safety Office.

5. The Safety Office points of contact are as follows: *

*To be determined at time of award [insert name and code]

(End of text)

Section I - Contract Clauses

CLAUSES INCORPORATE BY REFERENCE (FEB 1998) (FAR 52.252-2)

52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEVIATION 2018-00018)	AUG 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.216-8	FIXED FEE	JUN 2011
52.222.40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017
252.203-7004	DISPLAY OF HOTLINE POSTERS	AUG 2019
252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS	FEB 2019
252.215-7008	ONLY ONE OFFER	JUL 2019

CLAUSES INCORPORATED IN FULL TEXT

52.204-21 Basic Safeguarding of Covered Contractor Information Systems. (JUN 2016)

(a) Definitions. As used in this clause-

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by

organizational information systems) at the external boundaries and key internal boundaries of the information systems.

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

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

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

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

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

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including Subcontracts. (c) subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.217-9 VAR I OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION I) (OCT 2018)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists, the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S) LATEST OPTION EXERCISE DATE

CLIN 2100 No later than 12 months after the TO Award date

CLIN 2200 No later than 12 months after the TO Award date

CLIN 2300 No later than 12 months after the TO Award date

CLIN 2400 No later than 24 months after the TO Award date

CLIN 2500 No later than 24 months after the TO Award date

CLIN 2600 No later than 36 months after the TO Award date

CLIN 2700 No later than 36 months after the TO Award date

CLIN 2800 No later than 48 months after the TO Award date

CLIN 2900 No later than 48 months after the TO Award date

CLIN 3100 No later than 12 months after the TO Award date

CLIN 3200 No later than 24 months after the TO Award date

CLIN 3300 No later than 36 months after the TO Award date

CLIN 3400 No later than 48 months after the TO Award date

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "Level of Effort - Alternate I", if the total man hours delineated in paragraph (a) of the Level of Effort requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed * or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with Paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Applicable to subcontracts with any firm not included with the Multiple Award Contract (MAC) proposal. For adding team members to the Task Order after award, the Task Order Contracting Officer's approval is required. The Task Order Contracting Officer will determine the documentation to be submitted by the Contractor for approval.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under Paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under Paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

**fill in at time of award

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

(a) Definitions. As used in this clause-

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is-

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapidly report" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013 , Rights in Technical Data-

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010 , Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall-

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009 , Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall-

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to-

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.204-7020 NIST SP 800-171 DoD Assessment Requirements.

NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) Definitions.

"Basic Assessment" means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that-

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

"Covered contractor information system" has the meaning given in the clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

"High Assessment" means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that-

- (1) Consists of-
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review;
 - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
 - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "High" in the resulting score.

"Medium Assessment" means an assessment conducted by the Government that-

- (1) Consists of-
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review; and
 - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "Medium" in the resulting score.

(b) *Applicability.* This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) *Requirements.* The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html, if necessary.

(d) *Procedures.* Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

- (i) The email shall include the following information:
 - (A) Version of NIST SP 800-171 against which the assessment was conducted.
 - (B) Organization conducting the assessment (e.g., Contractor self-assessment).
 - (C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract-

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

- (D) Date the assessment was completed.
- (E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).
- (F) Date that all requirements are expected to be implemented (i.e., a score of 110 is

expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) *Rebuttals.*

(1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) *Accessibility.*

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause [252.204-7012](#) of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/dpap/pdi/cyber>

[/strategically assessing contractor implementation of NIST SP 800-171.html](#), for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webptsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

252.204-7023 REPORTING REQUIREMENTS FOR CONTRACTED SERVICES-BASIC (JUL 2021)

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

"First-tier subcontract" means a subcontract awarded directly by the contractor for the purpose of acquiring services for performance of a prime contract. It does not include the contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies or services that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report annually, by October 31, at <https://www.sam.gov>, on the services performed under the contract or order, including any first-tier subcontracts, during the preceding Government fiscal year (October 1 - September 30).

(c) The Contractor shall report the following information for the contract or order:

(1) The total dollar amount invoiced for services performed during the preceding Government fiscal year under the contract or order.

(2) The number of Contractor direct labor hours, to include first-tier subcontractor direct labor hours, as applicable, expended on the services performed under the contract or order during the previous Government fiscal year.

(d) The Government will review the Contractor's reported information for reasonableness and consistency with available contract information. In the event the Government believes that revisions to the Contractor's reported information are warranted, the Government will notify the Contractor. Upon notification, the Contractor shall revise the reported information or provide the Government with a supporting rationale for the information.

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (FEB 2014)

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

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with

Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) "Government purpose rights" means the rights to-

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if-

(i) The reproduction, release, disclosure, or use is-

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to-

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data

incidental to contract administration, such as financial and/or management information.

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are-

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with-

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data-

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025 , Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data-

- (A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or
- (B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
- (ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.
- (iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.
- (iv) The Contractor acknowledges that-
- (A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;
- (B) The Contractor will be notified of such release or disclosure;
- (C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and
- (D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025 , Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.
- (4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.
- (5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless-
- (i) The parties have agreed otherwise; or
- (ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.
- (6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.
- (c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.
- (d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.
- (e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.
- (1) This paragraph does not apply to restrictions based solely on copyright.
- (2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.
- (3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official

authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data Name of Person

to be Furnished Basis for Asserted Rights Asserting

With Restrictions* Assertion** Category*** Restrictions****

(LIST) (LIST) (LIST) (LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data

or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data-Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____(Insert contract number)_____, License No. _____(Insert license identifier)_____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall-

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when-

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause-

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

(a) Definitions. As used in this clause-

(1) "Commercial computer software" means software developed or regularly used for non-governmental purposes which-

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by

252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor-

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025 , Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) "Developed" means that-

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to-

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to-

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may-

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that-

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025 , Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that-

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025 , Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that-

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in-

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with-

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless-

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 ; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025 , Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that-

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025 , Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data—Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless-

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in

accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software Name of Person

to be Furnished Basis for Asserted Rights Asserting

With Restrictions* Assertion** Category*** Restrictions****

(LIST) (LIST) (LIST) (LIST)

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____(Insert contract number)_____, License No. _____(Insert license identifier)_____. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions—Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions—Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation.

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in

computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation-

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data–Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software–Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software–Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or

Computer Software Name of Person

to be Furnished Basis for Asserted Rights Asserting

With Restrictions* Assertion** Category*** Restrictions****

(LIST)***** (LIST) (LIST) (LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

Section J - List of Attachments

LIST OF RFP EXHIBITS AND ATTACHMENTS

Attachment Number	File Name	Description
1	DD254 - May - 2019 updated 2021-06-22 1120 rdm.pdf	Attachment 1 - DD254
10	Attachment_10_Staffing_Plan_Template(with_cost).xlsx	Attachment 10 - Staffing Plan Template (with cost)
11	Attachment_11_Place_of_Performance_WNY Map.pptx	Attachment 11 - Desired Place of Performance WNY Map
12	Sensor System Support-CDRL-A001-A006.pdf	Attachment_12_Exhibit_1_CDRL-A001-A006
13	Attachment_8_Non_Disclosure_Agreement_89e76de7-c206-4b19-98d1-642af488ab84.doc	Attachment 13 - NDA
2	Attachment_2_Staffing_Plan_Without_Cost.xls.xlsx	Attachment 2 - Staffing Plan Without Cost
3	Attachment_3_Recent_and_Relevant_Past_Performance_References.doc	Attachment 3 - Recent and Relevant Past Performance
4	Attachment_4_Past_Performance_Questionnaire.docx	Attachment 4 - Past Performance Questionnaire
5	Attachment_5_Previous_Contracting_Effort_Narrative.docx	Attachment 5 - Previous Contracting Effort Narrative
6	Attachment_6_Prime_Offeror_Cost_Summary_Format.xls	Attachment 6 - Prime Offeror Cost Summary Format
7	Attachment_7_Subcontractor_Cost_Summary_Format.xls	Attachment 7 - Subcontractor Cost Summary Format
8	Attachment_8_Pre-Award_Survey_SF_1408.docx	Attachment 8 - Pre-Award Survey SF 1408
9	Attachment_9_Personnel_Qualifications 1.docx	Attachment 9 - Personnel Qualifications

Section K - Certifications and Representations

CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications	JUN 2020
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or re-representation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

The Ordering Officer will consider quoter's size/socioeconomic status as defined within the SeaPort portal at the following web address:

<https://auction.seaport.navy.mil/Bid/PPContractListing.aspx>

52.204-17 Ownership or Control of Offeror (Aug 2020)

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?: Yes or No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____

(Do not use a "doing business as" name)

(End of provision)

52.204-20 Predecessor of Offeror (Aug 2020)

(a) Definitions. As used in this provision-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:

(Do not use a "doing business as" name).

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services -Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that-

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment -

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment -

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.230-1 Cost Accounting Standards Notices and Certification (Jun 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b)

resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

(End of provision)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)

- (a) Definitions. As used in this provision— Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.
- (b) The security requirements required by contract clause 252.204-7012, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.
- (c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2)–
 - (1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.
 - (2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of–
 - (A) Why a particular security requirement is not applicable; or
 - (B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.
 - (ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

- (a) Definitions.

"Basic Assessment", "Medium Assessment", and "High Assessment" have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

"Covered contractor information system" has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.
- (b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html.
- (c) Procedures.
 - (1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.
 - (2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to <mailto:webptsmh@navy.mil> for posting to SPRS in the format identified in paragraph (d) of this provision.
 - (d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.
- (1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.
 - (i) The email shall include the following information:
 - (A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).
 - (B) Organization conducting the assessment (e.g., Contractor self-assessment).
 - (C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract–
 - (1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and
 - (2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan CAGE Codes supported by this plan Brief description of the plan architecture Date of assessment Total Score Date score of 110 will achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research(SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software. The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

(List)

Basis for Assertion**

(List)

Asserted Rights Category***

(List)

Name of Person Asserting Restrictions****

(List)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter none when all data or software will be submitted without restrictions.

Date

Printed Name and Title

Signature

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

52.209-13 Violation of Arms Control Treaties or Agreements-Certification (Nov 2021)

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

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

— (1) The Offeror certifies that-

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

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

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

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

reports that are incorporated by reference into the annual unclassified report.

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

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

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

- (i) Waived application under 22 U.S.C. 2593e(d) or (e); or
- (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

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

(End of provision)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

() Yes () No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

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

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

(End of provision)

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

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

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

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

(i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

____ Use with Alternate V.

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

____ (vii) 252.232-7015 , Performance-Based Payments-Representation.

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

FAR/DFARS Provision # Title Date Change

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

(End of provision)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) Definitions.

"Basic Assessment", "Medium Assessment", and "High Assessment" have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

"Covered contractor information system" has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html.

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to <mailto:webptsmh@navy.mil> for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract-

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan CAGE Codes supported by this plan Brief description of the plan architecture Date of assessment Total Score Date score of 110 will achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEPT 2015)

(a) Definition. Cloud computing, as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) Representation. The Offeror represents that it--

Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

Section L - Instructions, Conditions & Notices

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors - Competitive Acquisition	NOV 2021
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215.20	Requirement for Certified Cost or Pricing Data and Data or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021
52.215-22	Limitation on Pass-Through Charges-Identification of Subcontract Effort	OCT 2009
52.237-10	Identification of Uncompensated Overtime	MAR 2015
252.215-7008	Only One Offer	JUL 2019
252.219-7000	Advancing Small Business Growth	SEP 2016

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

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

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) type Task order with cost reimbursable ODC CLINs resulting contract resulting from this solicitation.

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 acknowledgement of receipt from:

Name: Matt Summers

Address: 300 Hwy 361, Crane, IN 47522

Phone: (812) 854-8756

E-mail: matthew.s.summers.civ@us.navy.mil

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

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 its 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 addresses:

FAR clauses and provisions: <https://www.acquisition.gov/>

DFARS clauses and provisions: <https://www.acquisition.gov/>

L-204-H0003 NOTIFICATION OF USE OF NAVY SUPPORT CONTACTORS 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.

For the purposes of SeaPort-NxG, Octo Consulting, the software provider/portal maintainer, is the sole contractor who, in the course of trouble-shooting, could have access to the official contract files maintained within the portal.

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, either as a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to PEO IWS 2.0 (including OPNAV N96 and N2/N6, the PEO IWS 2.0 program sponsors, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all-inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the Offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

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

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

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

(e) If the Offeror determines that a potential organizational conflict of interest does not exist at any

tier, the Offeror shall include a statement to that effect in its response to this solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

L-215-H006 SUBMISSION OF QUESTIONS BY OFFERORS--BASIC (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 date for receipt of questions is 15 calendar days after solicitation release. Although every effort will be made, the Government makes no guarantee that questions received after the date above will be answered.

(c) All questions shall be submitted via the SeaPort portal to the point of contact listed for this solicitation. Responses will be posted to the SeaPort portal.

L-216-H001 TASK ORDER GENERAL INFORMATION (NAVSEA) (MAR 2019)

(a) This requirement is currently being satisfied by Systems Planning and Analysis, Inc. under Seaport Task Order N0016417F3009.

(b) Work performed under this task order will support PEO IWS 2.0.

(c) The Government requirement is 1,317,390 total man hours (surge included) for this effort across five (5) years if all options are exercised.

(d) This is being solicited as [x] unrestricted [] small business set-aside [] 8(a) set-aside. If unrestricted, there is a subcontracting requirement of 25% and does not preclude participation by small businesses as the prime contractor.

(e) There [] will be [x] will not be an industry day. If there will be an industry day, information will be provided elsewhere in this Section L.

(f) Questions to this solicitation shall be submitted in the Seaport-e portal. Responses to questions received later than 15 calendar days after release of the solicitation may not be received before the solicitation closes.

(g) Proposal in response to this solicitation shall be valid for 365 days.

(h) The applicable PSC is R425.

(i) Many references and clauses within this solicitation refer to "contract" vice "order" or "task order". Offerors are advised that unless specifically referring to the basic IDIQ MAC, all references to "contract" refer to this Task Order.

(j) Please consider the following suggestions for avoiding last-minute proposal submission problems:

Verify your account's ability to submit the necessary proposal information (either as a prime or subcontractor) well in advance of the closing time. This may be accomplished through the following steps:

1. Login to the portal and access the "View Events Details" page for this solicitation.
2. Click on "Place New Bid" in the "Bids" section of the page. This will open the "Place New Bids" page.
3. Ensure that your company's contract under which you are proposing (either your own as a prime or another's as a sub) appears in the "Prime" drop-down listing.
4. If you are submitting a proposal as a prime, ensure that the "Enter Pricing Info" button is visible and enabled. From here you may simply hit the "Cancel" button to return to the previous page.

(k) If things do not appear as you believe they should, contact SeaPortSupport.fct@navy.mil for assistance.

1.0 ELIGIBILITY

Attention is directed to basic IDIQ MAC contract clause C.8 TASK ORDER PROCESS, paragraph C.8.2, Competitive Ordering Process, which provides that the award will be made to that Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in Section M herein.

The Government intends to evaluate proposals and award a Task Order based upon initial written proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint. However, the Government may contact any or all or a limited number of Offerors with questions concerning its responses as permitted under FAR Part 16. Vendors are hereby instructed that, regardless of any language that may be used in this solicitation, the Department is NOT conducting this procurement under FAR [Federal Acquisition Regulation] Part 15. This procurement is being conducted under the "fair opportunity" requirements of FAR subpart 16.505.

1.1 Questions

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 and other solicitation documents attached hereto or incorporated by reference. All questions shall be submitted via the SeaPort-NxG Portal. Provision L-215-H006 specifies the date for submission of questions to allow the Government adequate time to prepare and issue responses, and amend the solicitation if required, so that Offerors can use the information in preparing its proposals. The Government makes no guarantee that questions received after this date will be answered.

1.2 Start Date for Use in Cost Proposal

In order to allow for procurement lead-time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on the Task Order start date referenced in Section F. This date is only an estimate of the anticipated contract start date and will be used for the purpose of proposal evaluation only. A definitive start date will be incorporated into the Task Order award document.

2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY PROPOSAL THAT DOES NOT COMPLY WITH THESE PROPOSAL PREPARATION/SUBMISSION INSTRUCTIONS.

2.1 General

Proposals shall be submitted in the SeaPort-NxG portal by the solicitation closing date and time specified on the cover page of this solicitation, block (9). Offerors must comply with the detailed instructions for the format and content of the proposal and should be clear and unambiguous. Proposals that do not comply with the detailed instructions for the format and content of the proposal may render the Offeror ineligible for award.

(a) Definitions. As used in this provision -

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and Federal legal holidays. However, if the last day falls on a Saturday, Sunday, or Federal legal holiday, then the period shall include the next working day.

(b) Amendments to the solicitation. If this solicitation is amended, terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, proposal modification, proposal revision, and withdrawal of proposals. Proposals and revisions of proposals shall be uploaded electronically in the SeaPort-NxG Portal under the appropriate solicitation number and its latest amendment (if any), in accordance with Section C, paragraph C.8 Task Order Process, Subsection 3 Responses. In the event that the SeaPort-NxG Portal is not operational, experiences technical difficulties or an Offeror is temporarily unable to access or use the portal, the Offeror shall immediately notify the PCO in accordance with Instructions for Submission of Offers Section L 2.2.

2.2 Electronic Submission

Offers must be received via the SeaPort-NxG portal by the closing date/time in order to be considered for award. It is not permissible to upload a link to an internet-based data center (e.g. Google cloud or Dropbox). All required proposal information shall be submitted as files uploaded directly in the SeaPort-NxG portal. In the rare event the portal is down or inaccessible, an Offeror shall immediately notify the cognizant Contracting Officer for the solicitation via e-mail prior to the solicitation closing date and time. The Offeror shall also contact the SeaPort-NxG helpdesk to register a help ticket/notice that the portal is down or inoperable prior to the closing time and date. In the rare event of a portal malfunction, arrangements must be made with the Contracting Officer cognizant for the solicitation prior to the solicitation closing date and time in order to submit a proposal electronically outside the portal. Failure to submit a complete proposal prior to the solicitation closing date and time may render the proposal late and unacceptable.

Offerors are responsible for submitting proposals and any revisions in the portal by the time specified in the solicitation. Any proposal modification or revision not received/submitted in the portal by the exact time specified for receipt of offers is "late" and will not be considered. The solicitation will close at the exact date and time specified in the solicitation and Offerors will be unable to submit/upload its proposal after that time. Each proposal submitted in the portal is time/date stamp recorded by the portal at time of proposal upload. Proposals may be withdrawn by written notice to the Contracting Officer cognizant for the solicitation provided such notice is received prior to Task Order award.

2.3 Proposal Format

In order to maximize efficiency and minimize the time for proposal evaluation, all Offerors shall submit its proposals in accordance with the format and content specified. The requirements below apply equally to subcontractors. Cost Summary proposals that do not meet the below requirements may be deemed unresponsive and may not be eligible for award. The electronic proposal shall be prepared so that if printed, the proposal meets the following format requirements:

- 8.5 x 11 inch paper
- Single-spaced typed lines
- No graphics or pictures other than graphs/tables/charts as may be required or necessary
- 1 inch margins
- 12-point Times New Roman Font text
- No graphics or pictures (brochuremanship) other than graphs/tables/charts as may be necessary.

The font size for text contained in embedded graphics (tables and illustrations) shall be no smaller than 9-point Times New Roman font text.

No hyperlinks

Microsoft Office 2010 (Word, Excel, PowerPoint) or Adobe Acrobat (.PDF) compatible

All filenames shall include the Offeror's company name and title/subject of file content; all files shall be named with the file extension .doc, .xls, .ppt, or .pdf (or current equivalent).

Spreadsheets provided for all prime AND subcontractors shall include all calculations in the cells (i.e. show all formulas). The Government MUST be able to determine how all direct and indirect rates are calculated. DO NOT enter hard data where formulas were used to calculate the entered value.

The spreadsheets (landscape orientation) shall be formatted for printing such that all data is in a font no smaller than 9-point Times New Roman and row and column headings appear on each printed page.

Instructions regarding use of certain electronic products (i.e. Microsoft Office, Excel, Adobe Acrobat) listed herein shall not be construed as Government endorsement of specified products.

Prime / Subcontractor Cost Summaries shall be submitted using Microsoft Office Excel in the Cost Summary Format provided as attachments 6 and 7 in Section J. This submission is in addition to the Offeror loading its Section B pricing into the portal via the web form.

Narratives related to the cost/price summary data may be provided in Microsoft Word.

Any other attached documents requested herein shall be compatible with Microsoft Office. Compression tools are limited to PKZip or WinZip. Unless otherwise specified, the Offeror must propose on all contract line items listed in Section B in order to be deemed responsive to this solicitation.

Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars.

Offerors may submit revisions to its proposals at any time before the solicitation closing date and time. In the event of an amendment to the solicitation that requires Offerors to submit proposal revisions, the amendment will provide instructions for submittal in the portal. Offerors are advised that amendments issued after the Offeror has uploaded its proposal but prior to the closing date and time will require Offerors to reload/resign its proposals regardless of whether the amendment resulted in any changes to the Offerors proposal.

After the solicitation closing date and time, Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice to the Contracting Officer.

Offer expiration date. Proposals in response to this solicitation shall be valid for 365 calendar days.

· Restriction on disclosure and use of data - Offerors that include in its proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

· Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

2.3.1 Cover Page and Table of Contents, and Proposal Cross-Reference Table

Each proposal volume shall include a Cover Page. The Cover Page shall identify the solicitation number, amendment number, proposal volume and title, and the Offeror's name. The Cover Page will not count against page limitations.

2.3.2 Page Numbering System

The Offeror shall use a standard page numbering system to facilitate proposal references. All pages shall be numbered. Consecutive pages will be numbered within sections. Charts, graphs, and other insert materials shall be page-numbered as part of the page numbering system.

2.3.3 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary, which includes all abbreviations, acronyms, and its corresponding definitions. Glossaries will not count against page limitations.

2.3.4 File Naming Convention

All files shall be submitted in the following formats:

- Technical_Company Name_Document Name_Volume_#
Example: Technical_Company X_Technical and Personnel_Volume_I
- Past Performance_Company Name_Document Name/Attachment #_Volume_#
Example: Past Performance_Company X_Past Performance_Volume_II
- Cost_Company Name_Document Name_Vol_#(or_Attachment_Number)
Example: Cost_Company X_Cost Narrative_Volume_III
Example: Cost_Company X_Cost Summary_Attachment_1

2.3.5 Page Limitations

Page limitations are identified for each volume/section of the proposal as shown below and will be treated as maximums. If exceeded, excess pages will not be read or considered in proposal evaluation. When both sides of a sheet display printed material, it shall be counted as two (2) pages.

Proposal Cross-Reference Table

Volume	Proposal Content	Page Limitation
Technical and Personnel (VOLUME I)	Element A: Technical Capabilities and Approach	30 Pages
	Element B: Personnel Requirements	Labor Mix Discussion (if required): 2 Page Limit; Labor Category Definitions and Qualifications: 10 Page Limit
		Key Personnel: 2-Page Limit per resume
		Letters of Intent for proposed Key Personnel or

		subcontractors/consultants - No Page Limit Staffing Plan (without cost) - No Page limit 20 Pages
Element C: Management Approach		
Past Performance (VOLUME II)	Prime References Subcontractor references as applicable	Recent and Relevant Past Performance References with Contracting Effort Narratives (Minimum of 3 efforts): Limit of 3 pages per effort
Total Evaluated Price (TEP) (VOLUME III)	(Cost Summary - Prime & Subcontractor: Attachments, Section J, Cost Narrative, Forward Price Rate Agreements (FPRAs), Staffing Plan (w/rates) and Other Cost Documentation required to support the proposal)	Cost/Price Narrative: 20 Page Limit All Other Categories: No page limit
Contract Documentation (VOLUME IV)	OCI Mitigation Plan, Pre-Award Survey, SB Participation, Section B Fill-Ins, Section H Level of Effort, any other Fill-Ins	(No page limit)

2.3.6 Pre-Award Survey (SF1408)

If the task order award contemplated by this solicitation is cost-type, all prime contractors and proposed subcontractors shall assert whether its company has a DCAA approved accounting system and provide the date of the most recent review/approval of the accounting system. If the prime contractor or any of the subcontractors proposed to perform on a cost-type basis do not have an approved accounting system, the prime/subcontractor shall complete the Pre-Award Survey SF1408 included as attachment 8 in Section J. The prime contractor is solely responsible for verifying that subcontractors proposed for cost reimbursement contracts (excluding FFP/T&M) have either a DCAA-approved accounting system or submit the SF1408 as part of the subcontractor's proposal.

3.0 WRITTEN PROPOSAL ORGANIZATION

3.1 Cover Letter

Offerors are required to provide a Cover Letter IAW Section 4.1 below.

3.2 Technical and Personnel (VOLUME I)

Offerors are to ensure that all Technical Capabilities, Experience and Personnel Requirements, and Management Approach responses are contained within VOLUME I and that no cost/price information has been included in this volume.

3.3 Past Performance (VOLUME II)

Offerors are to ensure that all Past Performance information IAW paragraph 4.3 below is contained within VOLUME II and that no cost/price information in regards to this requirement has been included in this volume.

3.4 Total Evaluated Price (TEP) (VOLUME III)

Offerors shall ensure that all Cost/Price information IAW paragraph 4.4 below is contained within Volume III. Offerors shall ensure Section B pricing matches the Prime Cost Summary Report.

3.5 Contract Documentation (VOLUME IV)

Offerors shall complete all Solicitation Fill-Ins, including acknowledgment of all issued amendments, and provide a copy with the Offeror's proposal contained within Volume IV including all contract documentation IAW Paragraph 4.5.

4.0 PROPOSAL CONTENT

Each proposal shall include the following:

4.1 Cover Letter

Offerors shall provide a cover letter with the following information (both Prime and Subcontractors):

- Solicitation number;
- The name, address, e-mail address, and telephone and facsimile numbers of the Offeror;

- A statement confirming agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- A statement that the proposal is valid through 365 calendar days from the date specified for receipt of proposals;
- Names, titles, telephone and facsimile numbers, and e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;
- DCAA and DCMA office POC, including branch location, contact name, telephone number and e-mail address;
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office. The Offeror's signature on their proposal indicates the company will meet all requirements of the SOW/PWS, without exception; and
- Identify all enclosures being transmitted as part of the Offeror's proposal.

If an offeror believes no organizational conflict(s) of interest exists, an affirmative statement that no such conflict exists shall be included in the cover letter.

4.2 FACTOR 1 – TECHNICAL, PERSONNEL, MANAGEMENT APPROACH (VOLUME I)

4.2.1 Element A - Technical Capabilities and Approach

(a) The submission of an offer constitutes unconditional acceptance to perform all of the tasks described in the Statement of Work, therefore Offerors proposals need not address every single aspect of the Statement of Work. Offeror's proposals shall demonstrate specific knowledge, capability, technical approach and corporate experience (both Prime and Subcontractors) to perform the following sections of the Statement of Work:

Section 3.0 Requirements

Section 3.1 Program Management

Section 3.2 System Engineering and Development

Section 3.3 Test and Evaluation

Section 3.4 International Programs

Section 5.0 General Requirements

Section 5.1 Security Requirements

Section 5.3 Facilities

(b) The Offeror shall not simply rephrase or restate the Government's requirements in the proposal. The Offeror shall provide sufficient details and convincing rationale that address how the Offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of its facilities, capabilities or experience.

(c) The Offeror must include sufficient details to permit a complete and accurate evaluation of the proposal. The proposal must demonstrate the Offeror's understanding of the requirements and the feasibility of the approaches to meet those requirements. It is an Offeror's responsibility to identify clearly its ability to meet the requirements. Proposals that merely reiterate the statement of work without providing more than an indication of capability of compliance with the technical requirements without elaboration shall be deemed unacceptable and shall not be considered further. Offerors shall identify technical uncertainties and assumptions within the requirements set forth in the solicitation and provide specific courses of action for its resolution. Offerors are encouraged to address any innovative approaches to meeting the solicitation requirements. Offerors are cautioned that failure to provide the necessary information may result in its adjectival ratings being downgraded accordingly.

4.2.2 Element B - Personnel Requirements

The Offeror shall propose its overall labor mix (allocation of personnel labor hours) to meet the allocations of senior, mid-level, and junior personnel described in Attachment 9 - Personnel Qualifications. The labor mix allocation shall include all key personnel. Key personnel shall be considered Senior.

4.2.2.1 Labor Mix Discussion

The Offeror's proposed staffing shall comply with the mandatory labor mix as specified in Attachment 9 - Personnel Qualifications. The Government will treat offers that fail to propose the mandatory labor mix, as unacceptable. If an Offeror's proposal deviates from the mandatory labor mix, the Government will adjust the Offeror's proposed labor mix to the solicitation's mandatory labor mix, provided the deviation is minor and immaterial (i.e. rounding differences in the proposal.) If the deviation is deemed material, the Government will treat such deviations as unacceptable as well. Moreover, the Government will not make any labor mix adjustments that would result in a downward cost adjustment.

4.2.2.2 Key Personnel

Key Personnel are deemed essential to the performance of this effort and cannot be replaced without prior approval by the Government (IAW clause C-237-H002).

For proposal purposes, the Offerors should assume that all Key Personnel shall provide support from the Offeror's primary facility near the Washington Navy Yard. Offerors shall provide one resume for each person the Offeror proposes to fulfill the positions identified as Key Personnel that meet, at a minimum, all mandatory requirements included in Section J Attachment 9 **Personnel Qualifications**.

Any Key Personnel positions that are "pending" may indicate a higher risk of unsuccessful performance. Each resume shall demonstrate the Key Personnel's qualifications to complete the tasking for which the Offeror has proposed that person. Read together with the other parts of the Offeror's Technical and Personnel Volume, these resumes should demonstrate the Offeror's ability to successfully meet the requirements of this solicitation.

Describe where key personnel are located within the organizational structure and describe the specific planned responsibilities (both technical and personnel, if applicable) for each proposed key personnel. This is intended to be more than functional job titles; provide details.

The Offeror shall submit a current "Letter of Intent" (with salary information redacted) with all resumes supplied for contingent Key Personnel hires. The Letter of Intent does not count against resume page limitations and must be signed by the contingent hire employee AND the Offeror.

Personnel resumes shall include, as a minimum, the following information:

- Name, years of experience, training, unique or special qualification, positions held and tenure with the firm
- Degrees held by each individual and/or other pertinent education. Include date(s), degree(s), and respective college or university from which the degree(s) was received
- Years of related professional job experience (to include employer name/company, tenure dates by position, position title, responsibilities, and experience as it relates to the anticipated SOW task(s) to be assigned to that individual
- Special experiences, qualifications and/or certifications. Include title, description, dates and from where/whom attained.
- Security Clearance Level
- Citizenship

The qualifications listed in each individual proposed key personnel resume, not the specific individual, are the materially relevant aspects of the proposed key personnel partially forming the basis of award under the clause entitle C-237-H002. Therefore, even if a proposed key individual becomes unavailable to the Offeror between proposal submission and award, the Government will evaluate and make its award decision based on the qualifications listed on the proposed resume(s). When the Government awards a task order under those circumstances, the Government will require the awardee to use the qualifications listed on the relevant proposed key personnel resume as the basis for replacing the individual under C-237-H002 during task order performance. The Offeror shall make no substitution of key personnel without prior notification to and concurrence of the Contracting Officer.

4.2.2.3 Staffing

The Offeror shall provide information detailing hiring/retention of qualified personnel. Specifically, the Offeror shall provide the Government information regarding the number of employees' currently on staff and available to fill the non-key positions defined in the labor category qualifications specified in this solicitation. The Offeror shall provide information detailing the Offerors retention rates for these positions, along with information regarding hiring practices, i.e., the average time period for recruitment actions/vacancies to be filled. The Offeror will describe management's responsibilities with regard to maintaining a qualified workforce to perform the scope of work detailed within this solicitation.

4.2.2.4 Staffing Plan without Cost

The format for the Staffing Plan without Cost is provided as attachment 2 in Section J. Offeror shall provide a Staffing Plan (excel file - without burdened rate information), which shall include all proposed labor category personnel (by name - both prime and subcontractors) known at the time of proposal submission to perform all aspects of the tasks specified in the SOW/PWS. The Offeror shall complete the Staffing Plan columns regarding Years of Applicable Experience, Highest Degree Achieved, Degree Area, place of performance, and may provide additional information to support the level of experience and/or education requirements per the Labor Category Qualifications in Attachment 9. The Labor Qualification Attachment 9, only includes hours for non-surge labor CLINs. The Offeror shall complete all columns in the Staffing Plan. Offeror may use "TBD" for non-key positions that do not have identified personnel. All Key Personnel shall be identified. The Staffing Plan shall be uploaded as a separate file and include all of the information requested using the provided template. No surge hours shall be included in the Staffing Plan. Offeror shall highlight any key positions. All personnel and their respective tasks shall cross-reference with paragraph 4.2.2 (Personnel Requirements). Offeror is cautioned that the staffing plan provided in the technical volume, including the names of all for individuals and all proposed tasks, must be same mix and amount of hours as that of the cost proposal. Discrepancies between the labor mix identified in the technical and cost/price proposal may result in a lowering of the adjectival rating in the technical proposal or an upward adjustment to the proposed cost.

The Offeror shall provide a mapping of any company-specific labor categories it, or one of its Subcontractors, proposes in the Staffing Plan to the Government required labor mix described in paragraph 4.2.2 above as well as the categories defined in the Labor Category Qualifications provided as attachment 9 in Section J. This mapping shall include a description, similar in detail to the Government labor categories, of the requirements/qualifications associated with each company-specific labor category contained in the Offeror's Staffing Plan, including company-specific labor categories proposed by subcontractors. Mapping shall be incorporated in the Labor Category Mapping tab in the Staffing Plan.

When read together with the other parts of the Offeror's Technical and Personnel Volume, the Offeror's Staffing Plan should demonstrate the Offeror's ability to successfully meet the requirements of this solicitation. The Offeror shall not be penalized for use of Subcontractors, but shall describe in the narrative how the proposed team provides optimal balance between size, manageability, and support capability while maintaining an integrated approach.

The Offeror shall divide the Staffing Plan into the required tasks, listing each task in order on the same spreadsheet. Offeror should list "TBD" in the name for which the Offeror does not have a firm non-key candidate identified to provide at award.

Offeror shall preface the names of contingent hires with "Contingent -;" for example, "Contingent - Jane Doe." Offeror shall insert the company name in the upper left column of the Staffing Plan.

Note: Offerors should attempt to minimize the number of proposed labor personnel for which candidates have not been identified. From a U.S. Government proposal evaluation perspective, proposal risk may increase with high levels of individuals proposed as TBD or contingent. Nevertheless, in the Staffing Plan narrative, Offeror may describe actions it has taken to mitigate the impact of these risks to the Government. For example, higher levels of education and relevant experience in a proposed work force demonstrate a richer labor mix. Proposing a richer labor mix, in appropriate tasks under this order, may reduce the performance risk that the Government bears in accepting an Offeror's proposal. In this example, the Offeror may discuss the potential benefits of the richness of its proposed labor mix in the Staffing Plan narrative, but should clearly describe how a richer labor mix in a task reduces the performance risk to the Government.

4.2.3 Element C - Management Approach

Offeror shall demonstrate its approach and ability to manage effectively all efforts under this solicitation. The Management Approach shall include the following:

4.2.3.1 Approach

Offeror shall address its overall management approach and ability to plan, manage, and execute all efforts required by the SOW/PWS, including, but not limited to, controlling personnel, controlling utilization of resources, tracking deliverables, monitoring performance and obtaining Government feedback. Offeror shall describe processes to be used by Offeror's technical leadership to ensure specific subtasks are being performed effectively and efficiently. The proposed management approach must demonstrate the concept of operation proposed to most effectively meet projected task requirements and integrate functional areas

4.2.3.2 Organization

Offeror shall provide an organization chart and describe the Offerors corporate structure and ability to manage a high performing team, describe the procedures in place for monitoring and controlling costs, and demonstrate management and cost control efforts.

4.2.3.3 Transition Plan

The Offeror shall describe its proposed transition process in detail, including all steps the Offeror intends to take in order to assume responsibility from the incumbent Contractor, if applicable, within 60 days after Task Order award. Offeror shall address how personnel are properly trained and skilled with adequate security clearances; and how the Offeror will assume responsibility for support of current programs without discontinuity of workflow or loss of integrity of the programs' current operation. The Offeror shall demonstrate its ability to meet the facility clearance requirement and safeguarding capability requirement identified in the DD254. If the Offeror does not currently possess the required facility clearance, the Offeror shall demonstrate its completion of the preparatory steps necessary to be granted the facility clearance in accordance with DODM 5220.22 by the date specified in Section C, General Information for this solicitation. The Offeror shall provide a plan for hiring personnel and include a schedule for hiring ramp up and a timeframe of when staffing actions will be completed and any risk mitigation strategies. Staffing actions shall be completed no later than 60 days after Task Order award. The plan shall include, but not be limited to, start date, end date, and detailed Plan of Action & Milestones (POA&M) with measurable elements. The Transition Plan shall be consistent with the Offeror's Technical Approach and Cost/Price proposal. Specific elements to consider include:

- Transition team responsibilities. Offerors shall describe its intended mode of establishing management and project staffs, assuming responsibility for support of the programs' current operation without discontinuity of workflow or loss of integrity of the program's current operation, and creating interfaces for technical and contract administration. Specifically, how the Offeror's technical and contract administration interface with **PEO IWS 2.0** will be established.
- Identify the risks in accomplishing transition of this requirement in a seamless manner and identify specific risk mitigation measures that will be implemented.
- Costs unique to the implementation of the proposed transition plan shall be clearly identified in the cost/price proposal.
- Security Requirements to include OPSEC, Facility Clearances, and Base Access. The Offeror shall provide a plan to implement the required security clearances and physical access requirements of the contract during the transition period so that service is not interrupted.
- Work Turnover. The Offeror shall provide a plan describing how the awarded contractor will coordinate communications with the incumbent contractor and how it will ensure uninterrupted workflow during the transition process.
- Quality Assurance. The Offeror shall provide a plan of action to ensure continuation of quality review processes during the transition period from the incumbent to the successful Offeror.
- Training. The Offeror shall provide a plan of action to implement personnel training needed during the transition period to ensure continuity between the services provided by the incumbent to the successful Offeror.
- Archived Material. The plan shall address proposed procedures, tools, and processes for the transfer and storage of all archived programmatic documentation and the establishment of accounts and roles for access to data held in government-managed Information Technology systems, while protecting sensitive information, such as Personally Identifiable

Information, Business Sensitive, Business Proprietary, Classified, and other Unclassified but Controlled Information.

- The plan shall indicate if there are any actions that must be completed by the Government to support successful completion of transition actions.

4.2.3.4 Subcontractor Management

If subcontracting is proposed, the prime contractor shall propose a Subcontract Management Plan (SMP) using a team consisting of approved SeaPort-NxG Team Subcontractors under the prime's basic MAC. The prime contractor is the sole bearer of ultimate responsibility for performance by the subcontractor and team members. The SMP shall describe the processes and techniques used to manage subcontract performance (technical, schedule, and cost), billing, and reporting. The SMP shall be fully consistent with other portions of the proposal. The SMP shall only include those subcontractors, which are priced in the Cost/Price Proposal. Subcontractors not included in the Cost/Price Proposal should not be referenced in any part of the proposal. The Offeror shall address the technical reason(s) for selecting each Subcontractor; identify the portions of the SOW that will be subcontracted; and, the contractual relationship to the Subcontractor (e.g., CPFF, T&M, Firm Fixed Price (FFP)). Prime contractors must provide a full description of:

- Describe market research performed/results in identifying small business subcontractors capable of performing efforts under this solicitation
- Proposed subcontractors or team members;
- Portions of the Statement of Work/Performance Work Statement that will be subcontracted and the extent(percentage division) of subcontracted tasks within the team;
- Binding Agreements/arrangements the Offeror has with its teammates and subcontractors as well as why and how such agreements/arrangements will benefit the Government and aid the contractor in achieving the requirements and objectives of this effort;
- Management structure for coordinating and controlling subcontractors and team members;
- Subcontractor deliverables to the prime and payment tracking; and
- Points of contact;

4.3 FACTOR 2 - PAST PERFORMANCE (VOLUME II)

4.3.1 Recent and Relevant Past Performance References with Contracting Effort Narratives

The Offeror shall provide no more than three (3) Past Performance References with its proposal to encompass the previous three (3) calendar years from the date this solicitation is issued that reflects relevant experience using the format provided as attachment 3 in Section J. Furthermore, an Offeror proposing major Subcontractor(s) (10% or more of the total proposed hours) shall also submit one (1) Past Performance Reference for said Subcontractor(s). The contracts identified should be relevant in that they are of similar scope and complexity to the effort in this solicitation and provide the most context and ability to measure whether the Offeror will successfully satisfy the current requirement. Common aspects for determining relevancy includes similarity of service/support (having performed most of the types of support efforts identified in the SOW), complexity, dollar value, contract type, use of key personnel, and extent of subcontracting. The identified contracts can be with Federal, commercial, or other customers. For each contract, the Offeror shall identify at least one of the following customer Points of Contact (POCs): Program Manager (PM), Procuring Contracting Officer (PCO), or Contracting Officer Representative (COR). The Offeror shall provide the current address, phone number, and email address for each POC. 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. Offerors are encouraged to supply contract reference information for which they are the Prime contract holder or provide detailed clarification to the extent of which they contributed as a Subcontractor to the referenced contract.

For each of the Recent and Relevant Past Performance References submitted, the Offeror shall also provide one (1) Previous Contracting Effort Narrative detailing the following information:

- Describe how the scope for this past contract/task order relates to the requirement being solicited in size and scope.
- Describe significant achievements, challenges, or obstacles that were encountered during contract

performance and the measures taken to overcome them.

- c. Provide performance criteria/measures that were applied in evaluating performance, for each contract identified.
(The performance criteria/measures should be specific and show the target performance levels that are/were set forth under the applicable contracts as well as the level of performance achieved, for the most recent period of performance of each contract.)
- d. A Large Business Offeror shall note its history with respect to meeting small business subcontracting goals on the contracts/Task Orders provided for past performance evaluation. Include specific goals, actual progress toward meeting the goals and steps taken when goals were not met. If the Offeror has other SeaPort-NxG Task Orders, actual progress towards meeting both Task Order and MAC goals shall be provided.

4.3.2 Past Performance Questionnaire

Offeror shall submit one (1) Past Performance Questionnaire provided as attachment 4 in Section J to each of its customer POCs identified in the Recent and Relevant Past Performance References. In order to expedite the assessment process, the Offeror may complete the "Contract Information" portion of the Past Performance Questionnaire for the convenience of the customer POC. The Offeror shall not, however, complete any other section of the Past Performance Questionnaire. The questionnaire shall be provided to the customer POC with instructions to complete and submit it directly to the Contracting Officer on or before the proposal due date. Electronic submission via e-mail to the Contracting Officer by the customer is required.

4.4 FACTOR 3 - TOTAL EVALUATED PRICE (TEP) (VOLUME III)

No Technical and Personnel or Past Performance information shall be submitted as part of the Cost/Price Proposal.

The requirements of this section apply equally to the prime offeror and any proposed major subcontractors proposing to perform work on a cost reimbursement basis. "Major subcontractor" is defined as any cost reimbursement subcontractor performing 10 % or more of total labor hours in Section B. "Minor Subcontractors" are all non-Major cost reimbursement subcontractors and all Fixed price (e.g., FFP, FPIF, or T&M) subcontractors. However, "Minor Subcontractors" proposing to perform work on a cost reimbursement basis will be considered "Major Subcontractors" if the aggregate of ALL Minor cost reimbursement Subcontractors equals 25% or more of total labor hours in Section B. In that case, this section would apply to all cost reimbursement subcontractors.

The cost proposal shall be a separate volume comprised of the Section B Pricing, Prime Offeror Cost Summary Format, and Prime Offeror Cost Narrative with substantiating cost information. The Prime Offeror Cost Summary shall be in the format of the "Prime Offeror Cost Summary Format" provided as attachment 6 in Section J. All proposed costs/prices shall be in whole dollars. The man-hours in Section B includes both Prime and Subcontractor labor, if applicable. Costs unique to the implementation of the proposed transition plan shall be clearly identified in the cost/price proposal.

It is the responsibility of the Prime Contractor to ensure that ALL MAJOR COST-REIMBURSEMENT SUBCONTRACTORS provide information at this same level of detail for their proposed portion of the work as the prime.

In this procurement, the Government will perform a cost realism analysis of each Offeror's proposed costs. The burden of cost credibility rests with the Offeror to demonstrate the realism of its proposed costs; as such, the Offeror must submit substantiating cost data for every cost element it proposes (e.g., direct labor, fringe rate, overhead rate, G&A rate, subcontract costs, etc.). Providing insufficient information to substantiate the realism of an Offeror's proposed costs may result in a cost adjustment or in the offer no longer being considered for award.

The Offeror's proposal should represent its best efforts to respond to the solicitation. Any inconsistency between promised performance - i.e., the technical or management proposals and the identified personnel resources - and the proposed cost/price must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for what appears to be an abnormally low estimate, the nature of these techniques and the impact on cost or price shall be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated cost/price, that must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the nature and scope of the work required and may adversely impact the evaluation of the Offeror's proposal. Unrealistically low costs may indicate an inability to understand requirements and a high-risk approach to contract performance.

4.4.1 Level of Effort (LOE)

Offeror's proposals may not deviate from the total number of hours included in Section B. See paragraph 4.2.2.1.

4.4.2 Section B Pricing (Prime Only)

The Offeror shall submit proposed pricing for Section B using the web form provided in the portal. Proposed Costs and Fee shall be provided for each applicable Contract Line Item Number (CLIN) identified in the solicitation. Task Order award will be made at the proposed Cost (including fee) of the successful Offeror using that Offeror's proposed Section B pricing.

NOTE: For Award purposes, the Offeror's Section B pricing submitted via the web form in the portal will take precedence should there be any discrepancy with the cost/price related back-up/summary documentation.

Offers shall include the proposed level(s) of effort (labor hours) for each CLIN. Offerors shall clearly identify any proposed hours that are uncompensated effort. Offerors shall propose surge CLINs in accordance with Section B and the following:

All surge options shall be proposed utilizing the composite rate for all non-surge labor in the appropriate year. The following is an EXAMPLE of how to calculate the hourly surge rate and surge dollars:

Base Year Surge Hourly Rate = Base Year Labor (excluding fee)/Base Year Hours

Base Year Surge Dollars = Base Year Surge Hourly Rate * Base Year Surge Hours

Base Year Fixed Fee = Base Year Surge Dollars * Proposed Fixed Fee Percentage

4.4.3 Direct Labor

The following is required as part of the Prime Cost Summary format:

The Offeror shall map proposed Contractor Labor Categories to the corresponding Government Labor Categories identified in the Staffing Plan found as attachment 2 in Section J within the Offeror's Cost Summary.

The Offeror shall complete the LOE breakout by Prime and Subcontractors that realistically reflects the Offeror's Technical and Personnel Proposal.

Offerors are advised that proposing lower cost personnel in technical labor categories without substantial justification will be an indication that the Offeror does not have a clear understanding of the caliber of technical labor needed to support the effort. In such cases, upward adjustments may be made to the proposed Direct Labor cost. If the Offeror does not explain deviations from the above labor mix, it may result in one or more weaknesses/deficiencies in the technical evaluation.

4.4.4 Additional Required Information

In its cost realism analysis, the agency will use the most relevant, reliable data available to evaluate the probable cost for each cost element. Since each Offeror bears the burden of demonstrating the realism of its proposed costs, each Offeror must substantiate its proposed costs, as presented in its Prime Offeror Cost Summary Format, with relevant, reliable data that demonstrates the realism of each proposed cost element. Each Offeror, and its Major Subcontractors proposing a cost type contract, shall provide substantiation for the following information to be considered for award:

(a) Current Named Individual Direct Rate Supporting Documentation. The Cost/Price Proposal shall reflect actual labor rates expected to be incurred in performing the proposed Task Order; e.g., actual hourly rates for named personnel if such rates will be the basis for billing under the resultant Task Order. Offerors or major cost reimbursement subcontractors shall provide a screen-capture from the employer's payroll system, incurred within the last three months preceding release of this solicitation, for each current employee named in the Offeror's Staffing Plan. Payroll screenshots shall not contain any Personally Identifiable Information (PII) (prohibited PII includes any information about an individual maintained by an employer, including any information that can be used to distinguish or trace an individual's identity such as social security number, phone number, email address, date and place of birth, and any other information that is linked or linkable to an individual.) The Offeror shall fully explain all pertinent data on a sample screen capture. The Government must be able to derive the individual's direct rate (both inclusive and exclusive of the impact of uncompensated overtime, if proposed) from the screen capture information provided by the Offeror. The data shall clearly map to individual rates shown in the Staffing Plan with Cost.

(b) Contingent Hire Direct Labor Rate Supporting Documentation. Offerors or Major cost reimbursement subcontractors shall clearly indicate named contingent hires on its Staffing Plan. The company intending to hire a contingent hire shall provide a signed Letter of Intent that explicitly lists the agreed upon annual salary for the named individual and the amount of uncompensated work required. The Offeror shall fully explain all pertinent data in the contingent hire agreement. The Government must be able to derive

the individual's direct rate (both inclusive and exclusive of the impact of uncompensated overtime, if proposed) from the contingent offer agreement information provided by the Offeror. For any position for which no candidate has been identified by name (unnamed personnel), Offeror shall submit provide payroll data for a comparable position and a brief analysis of how the proposed position is comparable to the position corresponding to the payroll data supplied. Both the contingent hires and the unidentified candidate information shall be traceable to the staffing plan

(c) Uncompensated Overtime Supporting Documentation. In accordance with FAR 52.237-10, IDENTIFICATION OF UNCOMPENSATED OVERTIME, if uncompensated time is included in the offer or any of the supporting cost data, the Offeror and any of its major cost reimbursement subcontractors proposing uncompensated overtime shall include a copy of its policy addressing uncompensated overtime with its proposal. For any prime and or subcontractor that proposes uncompensated overtime, briefly summarize the company's uncompensated overtime policies and state to what degree the company intends to use uncompensated overtime in performing this contract. In accordance with FAR 52.237-10 Identification of Uncompensated Overtime, if uncompensated time is included in the offer or any of the Substantiating Cost Information, the uncompensated time should be clearly identified with an explanation as to why it is needed. Offerors shall also complete Section H fill-in within the Level-of-Effort clause. If any company proposes uncompensated overtime, it must demonstrate the realism of that rate by providing data demonstrating that its personnel historically have worked at the proposed levels of uncompensated overtime or higher. Failure to demonstrate that personnel have historically worked at the level of proposed uncompensated overtime may result in Cost Realism adjustments.

(d) Escalation. Escalation. For the purposes of cost evaluation, offerors must propose escalation for all labor categories no less than the yearly escalation rates specified in the table below or rates supported by a current, approved Forward Pricing Rate Agreement (FPRA). The yearly escalation rates shown are based on IHS Global Insight's escalation rates for this requirement's NAICS code. IHS Global Insight is considered the world's leading company for economic and financial analysis and forecasting. IHS Global Insight is frequently used by DCMA and DCAA as a forecasting tool in determining direct labor escalation.

Year	Base Year	Option 1	Option 2	Option 3	Option 4
Escalation Rate	2.6%	2.6%	3.0%	3.1%	3.1 %

(e) Indirect Rate Supporting Rate Documentation: Offerors and their Major cost reimbursement Subcontractors shall provide three years history of actual, incurred rates for each proposed indirect and G&A pool, indicating the beginning and end dates for each fiscal year. This history shall include the Offeror's most recently completed fiscal year even if the rates are considered preliminary and have not been submitted to DCAA for audit. The Offeror shall note whether the actual rates have been audited by DCAA or any other independent organization; specifically state which indirect rates have been finalized by DCAA/DCMA. Each Offeror shall provide this data for itself and shall ensure that the Government receives this information for any major cost-reimbursable Subcontractors. Each Offeror shall provide a narrative detailing the major cost drivers for proposed indirect rates that are lower than historical rates. If an Offeror, or any of its Subcontractors, proposes to cap any of its indirect rates, it shall identify each capped rate and shall propose a legally binding and enforceable clause, which shall be included in the resultant task order award. The Offerors legally binding and enforceable clause shall specifically identify the indirect rate category proposing to be capped and the associated rate category capped percentage. Any proposed clause shall include a process for verification by the Government.

Note: If an Offeror does not have three years' worth of actual, incurred indirect data for any proposed indirect rate, the Offeror shall provide the required information dating from the origin of the company.

(f) Transition Plan Costs. Costs unique to the implementation of the proposed transition plan shall be clearly identified in the cost/price proposal.

(g) If the Offeror or major cost reimbursement subcontractor has a Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Recommendation (FPRR) with DCAA/DCMA, a copy shall be furnished in addition to the Cost/Price Proposal. If not evident in the FPRA or FPRR, include contact information for the DCAA/DCMA office that executed the agreement. If an Offeror does not have an FPRA or FPRR, the Offeror shall provide substantiation within the Cost Narrative as to how direct labor rates were calculated.

Note: Provisional Billing Rates (PBRs) are for billing purposes only and should not be used for cost/price proposals. Offerors are cautioned not to rely on these submissions (Forward Pricing Rate Proposal (FPRPs) & PBRs), which lack meaningful Government review, as sufficient to demonstrate the realism of its proposed rates.

(i) Additional substantiating Information. The Government encourages Offerors to provide additional substantiating information as necessary to demonstrate the cost realism of its proposed costs. Nevertheless, as with any substantiating cost data, merely providing the substantiating data, without sufficient analysis and explanation of the relevance and reliability of that data in the Cost/Price

Narrative, will not be sufficient to demonstrate cost realism. The Cost/Price Narrative must clearly explain the reliability of all of the substantiating cost information provided and its relevance to the Offerors cost analysis. Providing substantiating cost information, without demonstrating its relevance and reliability, may indicate that the Offeror lacks an understanding of the costs involved in performing the solicitation's requirements, which would indicate performance risks.

4.4.5 Fee and Pass-Through

A Maximum Pass-Through Rate and a Maximum Fee Rate, identified in the Offeror's basic MAC contract, are applicable to each SeaPort-NxG Prime Contractor. Fee becomes a fixed dollar amount at the time of Task Order award and is subject to the provisions of the LOE clause (if applicable). The Offeror's proposed Fee Rate shall represent the maximum Fee Rate applicable to Subcontractors included as part of Offeror's proposal.

The Government strongly encourages the Prime Contractor to eliminate "double pass-through" costs by (a) avoiding second-tier Subcontractors during performance and (b) where this situation is unavoidable, limiting Subcontractor pass-through costs to the lower of (i) the Prime Contractor's pass-through rate under this Task Order or (ii) the Team Subcontractor's SeaPort-NxG pass-through rate where the Subcontractor is also a Prime Contractor under SeaPort-NxG.

4.4.6 Other Direct Costs (ODCs)

Government estimates of ODCs are provided below, which include travel and incidental material expenses only. Estimates provided below do not account for any burdens such as material handling or G&A. Each Offeror may apply appropriate burdens in accordance with its disclosure statement. ODCs are not subject to fee.

ODCs	Base Year	Option 1	Option 2	Option 3	Option 4
Incidental Materials	\$700,215	\$714,219	\$728,504	\$743,072	\$757,935
Travel	\$1,192,257	\$1,216,102	\$1,240,424	\$1,265,233	\$1,290,537
Total	\$1,892,472	\$1,930,321	\$1,968,928	\$2,008,305	\$2,048,472

The Offeror's proposed ODCs shall be included in Section B of the offer against each appropriate ODC CLIN. The management of travel between the Offeror and any Subcontractors shall be described by the Offeror within the Cost Narrative. In order for any additional expense categories to be allowed as a direct charge under the resulting Task Order, it must be identified and described by the Prime Contractor within the Cost Narrative and be reflected in the applicable CLIN. Reimbursement for Travel will be in accordance with the Joint Travel Regulation (JTR) and HQ B-2-0020, TRAVEL COSTS-ALTERNATE 1.

If it is anticipated that Subcontractors will need to incur ODCs, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs). The Offeror shall not include Subcontractors' Travel and Materials in the Prime's portion of the Cost/Price Proposal if Subcontractors will incur ODC expenses.

4.4.7 Subcontractors

Proposed Major cost reimbursement Subcontractors are required to submit their proprietary proposals using the Subcontractor Cost Summary Attachment 7 in Section J (showing direct labor rates, indirect rates, and Fee rate) through the SeaPort-NxG portal. Cost data provided separately by a Subcontractor shall be received by the time and date specified for receipt of proposals specified elsewhere in this solicitation. For cost/price summary data provided separately, Subcontractors shall place the appropriate restrictive legend on its data and identify the Company name, address, point of contact and solicitation number.

For proposed Minor cost reimbursement Subcontractors performing less than 10% of total proposed labor hours in Section B, the Offeror shall include the proposed hours and proposed costs in the Offeror's Cost Summary Subcontractor calculations. The hours listed there shall correspond to the hours included in the Offeror's Staffing Plan. However, these Minor cost reimbursement Subcontractors are not required to submit a separate Cost Summary Attachment for its proposed costs or provide substantiating cost data, unless the aggregate of ALL Minor cost reimbursement Subcontractors equals 25% or more of total proposed labor hours in Section B; then all cost reimbursement subcontractors shall be considered Major cost reimbursements Subcontractors and are required to submit proprietary proposals using the Subcontractor Cost Summary Attachment 7 in Section J(showing direct labor rates, indirect rates, and Fee rate) through the SeaPort-NxG portal.

For Subcontractors that are proposed using fixed rates or fixed prices (T&M or FFP), the Offeror shall include the proposed hours and proposed costs per year in the Offeror's Cost Summary Subcontractor calculations. Subcontractors proposed as T&M or FFP shall provide fixed rates or fixed prices for each contract year on the Subcontractor Cost Summary Attachment, without breaking out direct labor and burdens, but the Offeror shall explicitly note that these costs or rates are fixed by describing the subcontract

type (e.g., T&M or FFP). Offerors are advised that if a subcontractor is proposed using a T&M or FFP subcontract arrangement, the proposed fixed rates may be incorporated into the resultant Task Order upon award.

In accordance with FAR 15.404-3(b), the Offeror shall conduct appropriate price analysis to establish the reasonableness of proposed Subcontractor price and include the results of these analyses in the cost/price proposal. The Offeror's Cost Narrative shall address how price reasonableness was determined for each proposed Subcontractor. Failure to do so will be interpreted as the Offeror's lack of expertise in this area and could impact the Offeror's overall evaluation result for the Management Approach element.

4.4.8. Staffing Plan with Cost

The format for the Staffing Plan with Cost is provided as attachment 10 in Section J and shall be uploaded as a separate file. Offeror shall provide the Staffing Plan with cost with its submission. The Offeror shall complete all columns in the Staffing Plan. The Offeror shall clearly indicate named contingent hires on its Staffing Plan.

4.5 SOLICITATION FILL-IN INFORMATION & 20 Pages (includes all elements)(VOLUME IV)

4.5.1 Contract B Fill-ins

Offeror's shall complete Section B Fill-ins with proposed values and submit in this Volume. Offeror shall provide Fill-Ins for Section H Level of Effort Clause.

4.5.2 Small Business Participation Approach

Proposals submitted in response to the solicitation must demonstrate how the Offeror will provide at least **25%** of the proposed total estimated amount of the Task Order represent contract awards to Small Business Concerns. Offerors shall provide an approach with sufficient information to demonstrate that the tasks assigned to the selected Small Business Subcontractors are meaningful in the overall success of the program. The approach shall address use of Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, Hub Zone Small Business Concerns, Veteran-Owned Small Business Concerns, Service-Disabled Veteran-Owned Small Business Concerns and Historically Black Colleges and University Concerns. A Small Business may submit its own participation as a prime in achieving the objectives.

NOTE: The North American Industry Classification (NAICS) code applicable to the requirements contained within this solicitation is 541330. Therefore, companies proposing as a subcontractor under this solicitation as a small business concern must have had an average annual receipt over its three previous fiscal years that was less than \$41,500,000. The size standard certified to by the Prime for its basic SeaPort-NxG contract is valid for the base ordering period and duration of any resultant Task Order issued against this solicitation.

4.5.3 Organizational Conflict of Interest (OCI) Mitigation Plan

The Offeror's OCI Mitigation Plan shall be provided in Volume IV.

In accordance with Section C, the OCI provision of this section, and the Organizational Conflict of Interest Clause of the SeaPort-NxG IDIQ MAC contract, Offerors shall identify any and all conflicts of interest or potential conflicts of interest related to this solicitation. If OCI issues are present or anticipated, Offerors shall provide details and submit an OCI mitigation plan as part of its proposal submission. If it is believed that no conflicts of interest exist, then the Offeror shall clearly state this in its offer cover letter, in addition to providing its corporate policy for resolving OCIs. Corporate policies are authorized to be submitted in addition to the OCI Mitigation Plan. Offerors shall follow the below described two-step process for identifying known or potential OCI issues to the Government for this solicitation.

Step 1: If it is believed that conflicts of interest are real, possible, or perceived, the contractor shall submit a letter within fourteen (14) days of the release of the solicitation identifying those OCI issues and the strategy that the Offeror intends to use for mitigation. This letter will be for notification purposes only, for the Government to conduct any research, and no determination will be made by the Government at that time. If no OCI issues are present or anticipated, no action is required of the Offeror within this window.

Step 2: Offerors shall submit a statement in affirmation or negation whether they have an OCI conflict regarding this solicitation. If OCI issues are present or anticipated, Offerors shall provide details and submit an OCI mitigation plan as part of their proposal submission. If it is believed that no conflicts of interest exist, then the Offeror shall clearly state this in their offer cover letter, in addition to providing their corporate policy for resolving OCIs. Organizational charts and/or corporate policy are authorized to be submitted in addition to the OCI Mitigation Plan.

Section M - Evaluation Factors

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation of Options	JUL 1990	
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CLAUSES INCORPORATED BY FULL TEXT

1.0 GENERAL

The Government intends to award a Task Order that results from this solicitation to the responsible Offeror(s) whose proposal represents the Best Value to the Government in accordance with the criteria set forth in Section M of this solicitation. The Government may reject any or all proposals if such action is in the Government's interest. The Government intends to award a Task Order based upon initial proposals received. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint.

This solicitation is unrestricted. There is a Small Business Participation requirement of 25% of the total estimated amount, at the first tier, as described herein. Offerors who are other than Small Businesses are required to submit a Small Business Subcontracting Approach, as described in SECTION L that addresses this requirement. Offers from Small Business concerns must demonstrate that no single subcontractor will perform more than the Small Business Prime.

Unlike small business set-asides that require the small business prime to perform at least 50% of the proposed effort, this solicitation is not reserved for small business and therefore the 50% rule does not apply; however, no subcontractor can perform a greater amount of the effort than the prime.

Note: The North American Industry Classification System (NAICS) code 541330 is applicable to the requirements contained within this solicitation. The size standard for NAICS 541330 can be found at www.sba.gov. The size standard certified by the Prime for their basic SeaPort-NxG Contract is valid for the base ordering period and duration of any resultant Task Order issued against this Solicitation.

The Government contemplates award of a cost plus fixed fee Task Order. Attention is directed to Section C.8.2 "Competitive Ordering Process" in the SeaPort-NxG MAC, which provides that the Task Order awards will be made to the Offeror(s) whose proposal(s) are the most advantageous to the Government under the selection criteria set forth in this Section M.

2.0 BASIS FOR AWARD

The following conditions must be met in order to be eligible for award:

(a) The proposal must comply in all material respects with the requirements of the law, regulation and conditions set forth in this solicitation and in the SeaPort-NxG basic IDIQ MAC contract. The proposal must meet all material Solicitation requirements.

(b) The Government anticipates a single Task Order award resulting from this solicitation. However,

the Government reserves the right to award more than one or no Task Order, depending on the quality of the proposals received and the availability of funds.

(c) The award decision will be based on the Government's evaluation of each Offeror's complete proposal against the evaluation Factors and Elements (if used) identified below. Award will be made to the responsible Offeror(s) whose proposal represents the best overall value to the Government after evaluation based on the Factors and Elements (if used) described herein. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101). A best value analysis will not be performed or developed for any Offeror whose Task Order proposal is found to be technically unacceptable in any other Factor or Element (if used). A proposal receiving a final rating of "unacceptable" in any Factor, or Element (if used), will render the Offeror ineligible for award.

(d) A tradeoff analysis may be used when it is in the best interest of the Government to consider award to other than the lowest Total Evaluated Price (TEP) Offeror or other than the highest technically rated Offeror. The comparison will trade off differences in technical capability based on the non-cost factors and TEP. If one Offeror has both the better technical capability and the lower TEP, then that Offeror will be the better value. If one Offeror has the better technical capability and a higher TEP, the Government will decide whether the difference in technical capability is worth the difference in price. If it is determined that the difference in technical capability is worth the difference in price, then the more capable, higher-priced Offeror will be the better value. If not, then the less capable, lower-priced Offeror will be the better value.

(e) Award will only be made to an Offeror, including all subcontractors, that has no organizational conflict of interest as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan in accordance with L-209-H009 herein.. Failure by an Offeror that has identified a potential OCI or to submit an OCI mitigation plan with its proposal shall no longer being considered for award.

3.0 EVALUATION FACTORS AND ELEMENTS:

3.1 Application of Factors (and Elements if applicable)

3.1.1 General.

The Government will evaluate each Offeror's proposal in accordance with the factors contained in Section L and listed below to determine the best value proposal. Offerors' proposals shall address each Offeror's approach to meeting the requirement of this solicitation. The evaluation factors represent key areas of importance to be considered in the source selection decision. The factors and associated elements have been chosen to support meaningful discrimination between and among competing proposals. As demonstrated in each proposal, a prospective Offeror shall be evaluated in terms of its ability to meet or exceed the program's requirements stated in the SOW/PWS. Each proposal shall be evaluated in accordance with the factors and associated elements described in paragraph 3.2 and listed in the table below. It should be noted that proposals found to be unacceptable in any non-cost factor may result in the entire proposal being deemed Unacceptable. A cost realism evaluation will not be conducted on any proposal found to be Unacceptable.

Factors	Elements
Factor 1: Technical and Management	A. Technical Capabilities and Approach
	B. Personnel Requirements

	C. Management Approach
Factor 2: Past Performance	None
Factor 3: Total Evaluated Price (TEP)	None

3.1.2 Relative Importance

The relative importance of the evaluation factors contained in the solicitation reflects the overall requirements of this acquisition as outlined in Section C for each Task Order. Factor 1 is more important than Factor 2. Factors 1 and 2, when combined, are significantly more important than Factor 3. Within Factor 1, the Government will assign an adjectival rating at the factor-level, but will not assign individual adjectival ratings to each element, instead considering all of the Factor 1 findings in reaching a single factor-wide adjectival rating. Within element C, the Government will only assess whether the overall approach is Acceptable or Unacceptable, without considering strengths or weaknesses and significant weaknesses that present an acceptable level, even cumulatively.

The degree of importance of Factor 3 will increase with the degree of equality of the proposals in relation to the non-cost factors on which selection is to be based, or when the evaluated price delta between Offerors is so significantly high as to diminish the value of the superiority of the non-cost factors.

3.1.3 Technical and Management Factor Adjectival Ratings.

The Government will perform an analysis of the Technical and Management evaluation factor and assign an adjectival rating to the Factor as identified below. This technical evaluation focuses on strengths, weaknesses, significant weaknesses, deficiencies, and risks of the Offeror's proposal, resulting in the assignment of an adjectival rating at the factor level.

The Technical and Management Factor will be assigned one of the following adjectival ratings:

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

The adjectival ratings described are guides. A proposal need not have all aspects of the rating description to be rated accordingly.

3.1.4 Past Performance Adjectival Ratings.

Past performance is assigned an overall Performance Confidence Assessment rating based the Offeror's record of recency, relevancy and quality of past performance. There are three (3) aspects to the Past Performance evaluation: Recency, Relevancy (including context of data), and Quality (including general trends in Contractor performance and source of information).

(a) Recency: The first aspect is to evaluate the recency of the Offeror's past performance. Recency is generally expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information. Per Section L paragraph 4.3.1, Offerors shall provide Past Performance references from the past three (3) calendar years.

(b) Relevance: The second aspect of the past performance evaluation is to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired under this solicitation. In establishing what is relevant for the acquisition, consideration is given to those aspects of an Offeror's history of contract (or subcontract) performance that would provide the most context and give the greatest ability to measure whether the Offeror will successfully satisfy the current requirement. Common aspects of relevancy include, but are not limited to, the following: similarity of product/service/support, complexity, dollar value, contract type, use of key personnel (for services), and extent of subcontracting-teaming. Relevancy ratings are based on the definitions below:

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

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

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

3.1.5 Definitions.

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

Weakness is a flaw in the proposal that increases the risk of unsuccessful Task Order performance.

Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful Task Order performance.

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

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

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

Recency, as it pertains to Past Performance information, is a measure of the time that has elapsed since the Past Performance reference occurred. Recency is generally expressed as a time period during which Past Performance references are considered relevant.

Relevancy, as it pertains to Past Performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of Past Performance examples and the source solicitation requirements; and a measure of the likelihood that the Past Performance is an indicator of future performance.

3.2 Description of Evaluation Factors and Elements

Factor 1: Technical and Management (Volume I)

Element A -- Technical Capabilities & Approach

The Government will evaluate the degree to which the proposal demonstrates specific knowledge, capability, technical approach, and corporate experience (not individual employees) for both Prime and Subcontractors in performing all aspects of the SOW/PWS specified in Section L.

Offerors with no experience in task areas may be deemed to have a higher technical risk than those demonstrating experience in conjunction with knowledge and capability.

Element B -- Personnel Requirements

The Government will evaluate the degree to which key personnel resumes demonstrate the Offeror's knowledge and ability to successfully meet requirements of the SOW/PWS; the relevant experience the proposed personnel have in performing each of the SOW/PWS areas and the level of the personnel's relevant education and training; and, the overall quality of Key Personnel proposed (resumes). The Government will evaluate the degree to which the Staffing Plan demonstrates the ability to successfully meet requirements of the SOW/PWS.

The qualifications listed in each individual proposed Key Personnel resume, not the specific individual, are the materially relevant aspects of the proposed Key Personnel partially forming the basis of award under C-237-H002, SUBSTITUTION OF PERSONNEL (OCT 2018). Therefore, even if a proposed Key personnel becomes unavailable to the Offeror between proposal submission and award, the Government will evaluate and make its award decision based on the qualifications listed on the proposed resume(s). When the Government awards a contract under those circumstances, the Government will require the awardee to use the qualifications listed on the relevant proposed Key Personnel resume as the basis for replacing that individual under C-237-H002 during contract performance.

Element 3 -- Management Approach

The Government will evaluate whether the Offeror presents a management approach that provides an integrated team with a coordinated approach to work performance, demonstrates a clear understanding of contract reporting requirements and assures quality long-term support. Each Offeror's proposal will be assessed to determine the feasibility of the proposed management approach for task achievement and the depth of understanding represented by that approach. The Government will evaluate whether the proposal addresses the key elements of Approach, Organization, Transition Plan (if applicable), Subcontractor Management and Quality Assurance (if applicable).

The Government will evaluate the Offeror's transition plan by analyzing the POA&M, Mitigation Plan and plan for hiring personnel with respect to understanding of the SOW and its approach to begin work immediately and assume responsibility from the incumbent Contractor, if applicable, within 60 days after Task Order award.

If Major cost reimbursement subcontractors do not comply with providing cost data at the same level of detail as the Prime, this will be viewed as indicative of the Prime Contractor's inability to manage Subcontractor performance and may impact the Management Approach evaluation result.

Factor 2: Past Performance (Volume II)

Past performance is a measure of the degree to which the Offeror and its subcontractors satisfied its customers in previous relevant contracts and complied with Federal, State, and local laws and regulations. The Government will evaluate past performance by determining recency, relevancy and quality of the Offeror's and subcontractors' recent past performance and by conducting a performance confidence assessment. "Recent performance" includes efforts within the past three (3) calendar years, from solicitation release date. "Relevant performance" includes contractual efforts to provide same or similar support services. Similar scope and complexity means having performed most of the types of support efforts identified in the PWS/SOW. Past Performance references that reflect projects with a similar scope and complexity to efforts described in this solicitation will be considered to have greater importance in the evaluation of this Factor. "Quality" means how well the Offeror performed on past contracts. The Government may contact each Offeror's customers to inquire about overall management efficiency, work quality, and record of forecasting and controlling direct and indirect costs.

The Government may use other information available from Government sources, to evaluate an Offeror's or subcontractors' past performance. The Government may also consider past performance information obtained from sources other than those identified by the Offeror or subcontractors, including, but not limited to, Federal, State, and local Government agencies, Better Business Bureaus, published media and electronic databases, the Government's Contractor Performance Assessment Reporting System (CPARS) data base, and/or personal knowledge. The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror or subcontractors.

Factor 3: Total Evaluated Price (TEP) (Volume III)

The Government will calculate a TEP (including all realistic costs, Proposed Target and Maximum Incentive Fees, Fixed Fees, travel, and ODCs) for one base year and each option year. Each Offeror's TEP will be the sum of the realistic costs for the base year and all option years, including proposed fees for those years. The Government will not conduct a detailed cost realism analysis of the Offeror's surge CLINs. Instead, the Government will evaluate Surge CLINs by adding the applicable fee to the cost realism evaluated composite rate for the corresponding labor CLIN in the same year. The Government will review the proposed costs and fees for Options, and Surge Options for balance and reasonableness in comparison with the proposed cost and fees for the base year. Evaluation of the Options will not obligate the Government to exercise the Option or Surge Option. If the award is to be based on best value trade-off, the total evaluated amount will be used as part of the best value determination. Cost realism adjustments are for evaluation purposes only and award will be made at proposed costs and fees of the successful Offeror.

To calculate its TEP for each contract year (i.e., the probable cost to the Government of the Offeror's proposed approach for that year), the Government intends to use cost estimates supported by relevant cost realism substantiating data, including, but not limited to:

- 1) historical substantiating data (e.g., recently-paid payroll screenshots and prior years' actual indirect rates);
- 2) Forward Rate Pricing Agreements (FPRAs), Forward Rate Pricing Recommendations (FPRRs);
- 3) and contractual rate caps.

If any of the Offeror's proposed costs are considered to be unrealistically low based on all available relevant substantiating data, the Government will use higher costs supported by relevant substantiating data in calculating its TEP. If an Offeror does not submit cost realism substantiating data for a cost element, the Government may accept the rates as proposed, but may document increased cost realism risk.

Furthermore, any inconsistency, whether real or apparent, between promised performance and cost or between the base and options that is not explained in the Cost Analysis Narrative may lead the Government to infer either a lack of understanding of the requirements, increased risk of performance, and/or lack of credibility on the part of the Offeror.

Any of these adverse inferences may result in:

- 1) a Government determination that the proposal is not acceptable or
- 2) one or more weaknesses/significant weaknesses in the Technical Capability, Past Performance, Management Approach, or TEP..

In sum, the burden of proof for cost credibility and realism rests with the Offeror; therefore, Offerors are cautioned to ensure that its proposed costs are easily traceable to the workforce proposed in the Staffing Plan and are supported by cost realism substantiating data.

The Government will perform an analysis of the cost realism and completeness of the cost data and the traceability of the proposed cost to the Offeror's approach under the non-cost factors, including the proposed amount and allocation of labor-hours and labor mix. Pertinent cost information, including but not limited to DCAA and/or DCMA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government's determination of the probable cost to be incurred in the performance of this contract. If proposed costs are considered to be unrealistic, including unrealistic labor and/or indirect rates, the Offeror's proposed costs will be adjusted upward where appropriate. The Government will not perform downward adjustments to the Offeror's proposed costs.

If there are any discrepancies between the Cost/Price Summary Workbook and Section B, the Offeror's Government Total Evaluated Cost/Price will be either the Cost/Price Summary Workbook as adjusted for cost realism purposes or the unadjusted Electronic Section B, whichever is higher.

In Section L 4.4, of this solicitation, the Government defines minor subcontractors; considering the small potential cost impact of variations in minor subcontractor costs, the Navy will not conduct a cost realism analysis of any Offeror's minor subcontractor costs. Nevertheless, the Navy will review these proposed costs and hours for consistency with the rest of the Offeror's proposal and may adjust minor subcontractor cost or hours for lack of consistency with the rest of the Offeror's proposal. Similarly, the Government will not conduct a cost realism analysis of any Firm-Fixed Price or T&M subcontractors, as these subcontracting arrangements do not present a meaningful cost risk in performance. The Government will evaluate any proposed Fixed-Price Incentive Fee contractors at ceiling without conducting a cost realism of those subcontract costs.

NOTE: The Government will not consider an Offeror's FPRPs or PBRs to be relevant cost realism substantiating data. Offerors are cautioned not to rely on these submissions, which lack meaningful Government review, as sufficient to demonstrate the realism of its proposed rates.

Additionally, Offerors should note that the fundamental purpose of a cost realism analysis is to guard the agency against unsupported claims of cost savings by determining whether the costs as proposed represent what the Government realistically expects to pay for the proposed effort. Therefore, the Government will closely evaluate whether and to what degree each Offeror's proposed costs are unrealistically low. In a competitive environment, the Government will not evaluate whether proposed cost elements are unrealistically high. It is the Offeror's sole responsibility to demonstrate that its proposed costs are realistic because they are substantiated by actual incurred data or are fixed/capped by contract.

NOTE: The Government reserves the right to consider reasonable and realistic substantiating data from any other sources. Such sources include, but are not limited to historical performance data from NAVSEA contracts, information from DCAA, and information from DCMA. If Offerors are aware of any contradictory cost data, particularly recent audits or performance data that indicate higher costs than its proposed costs, Offerors should explain why the substantiating data they provide is a more realistic estimate of the costs they would incur during performance than the contradictory data. Nevertheless, the Government is under no obligation to identify and use any cost realism data other than that provided by the Offeror, including any it already possesses. Offerors are cautioned that the burden of cost credibility rests with them.

3.2.1 Small Business Participation Approach

The Small Business Participation Approach will be evaluated to determine whether the Offeror has demonstrated how it will provide at least 25% of the proposed total estimated amount of the Task Order award to Small Business Concerns and that the tasks assigned are meaningful to the overall success of the program.