

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		▶	RATING DO-A3	PAGE 1	OF 111	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER N6449822R3049		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/28/2022		6. REQUISITION/PURCHASE NUMBER 22-FJB-007	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER PHILA NSWCPD Philadelphia, PA 19112-1403				CODE N64498		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 furnishings 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 1800 local time 06/02/2022
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME Kimberly DiBartolomeo	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 215	NUMBER 897-2941	EXTENSION kimberly.dibartolomeo@navy.mil

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	60-76
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7-41	X	J	LIST OF ATTACHMENTS	77
X	D	PACKAGING AND MARKING	42	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	43	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	78-89
X	F	DELIVERIES OR PERFORMANCE	44				
X	G	CONTRACT ADMINISTRATION DATA	45-53	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	90-106
X	H	SPECIAL CONTRACT REQUIREMENTS	54-59	X	M	EVALUATION FACTORS FOR AWARD	107-111

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(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
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					

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 (4 copies unless otherwise specified) ▶ ITEM	
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 (Signature of Contracting Officer)	
				28. AWARD DATE	

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

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Previous edition is unusable

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	Engineering Support Services for Code 336 IAW the SOW. Base period is from date of award through 12 months after date of award. (Fund Type - TBD) (12,227 Labor Hours) (Fund Type - TBD)	12,227.00	Labor Hours			
2100	Engineering Support Services for Code 336 IAW the SOW. Option 1 period is from 13 months after date of award through 24 months after date of award. (Fund Type - TBD) (12,227 Labor Hours) (Fund Type - TBD) Option	12,227.00	Labor Hours			
2200	Engineering Support Services for Code 336 IAW the SOW. Option 2 period is from 25 months after date of award through 36 months after date of award. (Fund Type - TBD) (14,387 Labor Hours) (Fund Type - TBD) Option	14,387.00	Labor Hours			
2300	Engineering Support Services for Code 336 IAW the SOW. Option 3 period is from 37 months after date of award through 48 months after date of award. (Fund Type - TBD) (14,279 Labor Hours) (Fund Type - TBD) Option	14,279.00	Labor Hours			
2400	Engineering Support Services for Code 336 IAW the SOW. Option 4 period is from 49 months after date of award through 60 months after date of award. (Fund Type - TBD) (14,279 Labor Hours) (Fund Type - TBD) Option	14,279.00	Labor Hours			

Cost Only Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Support Costs for CLIN 2000 Not to Exceed (NTE) \$302,098 (exclusive of G&A and/or Material Handling if applicable) for Travel, Other Direct Costs and Material for Base period from date of award through 12 months after date of award. (Fund Type - TBD) (Fund Type - TBD)	1.00	Lot	
3100	Support Costs for CLIN 2100 Not to Exceed (NTE) \$271,291 (exclusive of G&A and/or Material Handling if applicable) for Travel, Other Direct Costs and Material for Option 1 period	1.00	Lot	

Item	Supplies/Services	Qty	Unit	Est. Cost
	from 12 months after date of award through 24 months after date of award. (Fund Type - TBD) (Fund Type - TBD) Option			
3200	Support Costs for CLIN 2200 Not to Exceed (NTE) \$300,894 (exclusive of G&A and/or Material Handling if applicable) for Travel, Other Direct Costs and Material for Option 2 period from 25 months after date of award through 36 months after date of award. (Fund Type - TBD) (Fund Type - TBD) Option	1.00	Lot	
3300	Support Costs for CLIN 2300 Not to Exceed (NTE) \$307,138 (exclusive of G&A and/or Material Handling if applicable) for Travel, Other Direct Costs and Material for Option 3 period from 37 months after date of award through 48 months after date of award. (Fund Type - TBD) (Fund Type - TBD) Option	1.00	Lot	
3400	Support Costs for CLIN 2400 Not to Exceed (NTE) \$350,102 (exclusive of G&A and/or Material Handling if applicable) for Travel, Other Direct Costs and Material for Option 4 period from 49 months after date of award through 60 months after date of award. (Fund Type - TBD) (Fund Type - TBD) Option	1.00	Lot	
4000	Contract Data Requirements Lists (CDRL) A001, Contract Status Report (Section 4 of the SOW). Not Separately Priced (NSP).			
4001	CDRL A002, Travel Report (Section 4 of the SOW). Not Separately Priced (NSP).			
4002	CDRL A003, Contractor's Personnel Roster (Section 4 of the SOW). Not Separately Priced (NSP).			
4003	CDRL A004, Government Property Inventory Report (PERIODIC) (Section 4 of the SOW). Not Separately Priced (NSP).			
4004	CDRL A005, Government Property Inventory Report (FINAL) (Section 4 of the SOW). Not Separately Priced (NSP).			
4005	CDRL A006, Unauthorized Supplier Purchase Report (Section 4 of the SOW). Not Separately Priced (NSP).			
4006	CDRL A007, Technical Study/Report (Section 4 of the SOW). Not Separately Priced (NSP).			
4007	CDRL A008, Small Business Utilization Report(Section 4 of the SOW). Not Separately Priced (NSP).			
4008	CDRL A009, Contractor Spend and Expenditure Plan(Section 4 of the SOW). Not Separately Priced (NSP).			

Item	Supplies/Services	Qty	Unit	Est. Cost
4009	CDRL A010, Presentation Materials(Section 4 of the SOW). Not Separately Priced (NSP).			
4010	CDRL A011, Meeting Minutes(Section 4 of the SOW). Not Separately Priced (NSP).			
4011	CDRL A012, Test Procedures(Section 4 of the SOW). Not Separately Priced (NSP).			
8000	Contractor Acquired Property (CAP) Not Separately Priced (NSP)			

In accordance with 252.215-7010 please submit Other Than Certified Cost or Pricing Data with your proposal submission in order to support your proposal.

This is a competitive procurement. If the solicitation should result in a single offer the Government reserves the right to re-solicit this procurement in order to enhance competition.

CLAUSES INCORPORATED BY FULL TEXT

B-215-H001 MAXIMUM RATES (NAVSEA) (OCT 2018)

(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.

(End of text)

B-216-H006 FEE TABLE (NAVSEA) (MAR 2019)

Labor CLIN	Labor Hours	Cost Per Hour*	Fee Rate Per Hour*	Loaded Hourly Rate
2000	12227			
2100	12227			
2200	14387			
2300	14279			
2400	14279			

*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.

(End of text)

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

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

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

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

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

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

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

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

(End of text)

B-231-H002 WORKSITE TRAVEL COSTS (NAVSEA) (OCT 2018)

(a) The contractor shall not charge, and the Government shall not pay, as an allowable cost under this contract, any manhour costs (whether straight-time or overtime) for contractor personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the contractor's facility for performance of contract work.

(b) Workers being paid under this contract, as prime contractor personnel or subcontractor personnel, will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.

(c) This requirement pertains only to payments for travel time before or after these workers' regular shifts (commuting costs), and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable and approved in writing by the Government. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government work specifications.

(d) Additionally, the contractor shall not charge, and the Government shall not pay, any transportation costs under this contract associated with transporting contractor or subcontractor personnel between the contractor's facility (or subcontractor's facility), and any other worksite to perform ship repair, maintenance or modernization. Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by the contractor on behalf of the work force.

(End of text)

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

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

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

(End of text)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of text)

Section C - Description/Specifications/Statement of Work

Statement of Work (SOW) for

Engineering, Logistics, and Project Management Services Support to

Damage Control, Fire Protection, and Recoverability Systems/Equipment; and Fire Protection/Detection and Lithium-ion Battery Facilities

1.0 INTRODUCTION

1.0.1 The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Code 336, which is the NAVSEA In-Service Engineering Agent (ISEA) for: Damage Control Equipment and Systems, Fire Protection Systems and Equipment, and Damage and Fire Recoverability. NSWCPD Code 336 is also the NAVSEA assigned ISEA for non-aviation Chemical/Biological Defense (CBD) Individual Protective Equipment and Decontamination Systems and Equipment. NSWCPD Code 336 assists in the development of design policy, equipment and system specifications and standards, logistics support, engineering support and doctrine for: damage control, fire protection, recoverability, and non-aviation CBD individual protective equipment and decontamination systems and equipment.

1.0.2 This Task Order is for non-personal services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied

1.0.3 Government/Contractor Relationship

1.0.3.1 The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government and the Contractor's personnel. Therefore, it is in the best interest of the Government to provide both parties a full understanding of their respective obligations.

1.0.3.2 The Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable 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 in formal and informal written correspondence.

1.0.3.3 Contractor personnel under this Task Order shall not engage in any of the inherently governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

1.0.4 Employee Relationship:

1.0.4.1 The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

1.0.4.2 Rules, regulations, directives, and requirements that are issued by the U. S. Navy and NSWCPD under its responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is

inconsistent with a non-personal services contract.

1.0.4.3 Inapplicability of Employee Benefits: This Task Order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

1.0.4.4 It is the Contractor's, as well as the Government's, responsibility to monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this Section has been or may be violated.

1.0.4.4.1 The Contractor shall notify the Contracting Officer in writing via letter or email within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the Contractor's estimated date when, absent a response, cost, schedule or performance will be impacted.

1.0.4.4.2 The Contracting Officer will, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor.

1.1 BACKGROUND

The mission of the Naval Surface Warfare Center Philadelphia Division (NSWCPD) is to provide research, development, test and evaluation, analysis, acquisition support, in-service engineering, logistics and integration of surface and undersea vehicles and associated systems. This includes developing and applying science and technology associated with naval architecture and marine engineering, and providing support to the maritime industry. NSWCPD provides technical leadership for the U.S. Navy in the following seven core equities: signatures, silencing systems and susceptibility, vulnerability and survivability systems, environmental quality systems, ship integration and design, structures and materials, machinery systems, and hull forms and propulsors. NSWCPD Code 336 is the Damage Control, Fire Protection, Recoverability and CBD Branch within the Machinery Research, Logistics and Ship Integrity Department, Code 30, and the Materials, Structures, Environmental & Protection Division, Code 33. Code 336 also provides services to perform various fire detection and actuation system (FDAS) installation and system operation testing aboard US Navy ships. Current programs include the installation and testing of the lithium ion battery facility (LBF) FDAS (LFDAS) onboard LHD, LHA, LSD, LPD, and CVN Class ships.

1.2 SCOPE OF WORK

NSWCPD requires engineering services support and expertise for Navy shipboard damage control, fire protection, recoverability and LBF systems and equipment, in order to fulfill its mission supporting NAVSEA 05P5 and the Technical Warrant Holders as well as Army, Military Sealift, and US Coast Guard commands, including foreign Navy support. The contractor shall have knowledge and understanding of shipboard fire protection and suppression systems, related to Navy platforms and systems such as:

- Aqueous film forming foam (AFFF) fire suppressant agent,
- Halon/Heptafluoropropane (HFP) system,
- Water Mist,

- Fire Detection,
- Magazine and miscellaneous sprinkling systems, and
- Lithium-Ion Battery Stowage/Facilities

2.0 APPLICABLE DOCUMENTS

Use the latest revision available at the Technical Instruction (TI) award date.

- 2.1. MIL-STD-167-1 - Mechanical Vibrations of Shipboard Equipment (Type I - Environmental and Type II - Internally Excited)
- 2.2. MIL-DTL-901 - Shock Tests, H.I. (High Impact); Shipboard Machinery, Equipment and Systems
- 2.3. MIL-STD-1522/1561 - Provisioning Procedures and Technical Documentation (with SPCC Addendum)
- 2.4. MIL-STD-461 - Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment
- 2.5. MIL-STD-38784 - Standard Practice for Manuals, Technical: General Style and Format Requirements
- 2.6. MIL-STD-777 - Schedule of Piping, Valves, and Fittings and Associated Piping Components for Naval Surface Ships
- 2.7. MIL-STD-882 – System Safety
- 2.8. NAVSEAINST 5000.8 – Naval Syscom Risk Management Policy
- 2.9. UL 268 - Smoke Detectors for Fire Alarm Signaling Systems
- 2.10. UL 521 - Heat Detectors for Fire Protective Signaling Systems
- 2.11. UL 864 - Control Units and Accessories for Fire Alarm Systems
- 2.12. FM 3260 – American National Standard for Radiant Energy-Sensing Fire Detectors for Automatic Fire Alarm Signaling
- 2.13. EN 54-2 - Fire Detection and Fire Alarm Systems Part 2: Control and Indicating Equipment
- 2.14. EN 54-5 - Fire Detection and Fire Alarm Systems Part 5: Heat Detectors – Point Detectors
- 2.15. EN 54-7 - Fire Detection and Fire Alarm Systems Part 7: Smoke Detectors – Point Detectors Using Scattered Light, Transmitted Light or Ionization
- 2.16. EN 54-10 - Fire Detection and Fire Alarm Systems Part 10: Flame Detectors – Point Detectors
- 2.17. EN 54-17 - Fire Detection and Fire Alarm Systems Part 17: Short-Circuit Isolators
- 2.18. EN 54-18 - Fire Detection and Fire Alarm Systems Part 18: Input / Output Devices
- 2.19. IEC 60529 - Degrees of Protection Provided by Enclosures (IP Code)
- 2.20. NAVSEA Technical Publication T9070-AJ-DPC-110, Fire Risk Ranking for Naval Ship Design
- 2.21. NAVSEA Technical Publication S0570-AC-CCM-010/8010, Industrial Ship Safety Manual for Fire Prevention and Response
- 2.22. NAVSEA Technical Publication S9040-AA-GTP-010/SSCR, Shipboard Systems Certification Requirements for Surface Ships Rev 9
- 2.23. NAVSEA Technical Publication SL720-AA-MAN-030, Surface Ship and Carriers Entitled Process for Modernization and Operation Manual
- 2.24. NAVSEA Technical Publication S9AA0-AA-SPN-010, General Specifications for Ships
- 2.25. NAVSEA Technical Publication S9AA0-AB-GOS-010, General Specification for Overhaul (GSO) of Surface Ships

- 2.26. NAVSEA Technical Publication S9522-AA-HBK-010, Magazine Sprinkling Systems; Description, Operation & Maintenance Handbook
- 2.27. NAVSEA T9074-AD-GIB-010/1688, Requirements for Fabrication, Welding, and Inspection of Submarine Structure
- 2.28. NAVSEA Technical Publication S9074-AR-GIB-010A/278, Requirements for Fabrication Welding and Inspection, and Casting Inspection and Repair for Machinery, Piping, and Pressure Vessels
- 2.29. Naval Ship's Technical Manual (NSTM) Chapter 100, Hull Structure
- 2.30. Naval Ship's Technical Manual (NSTM) Chapter 436, Electrical Alarm, Safety, and Warning System
- 2.31. Naval Ship's Technical Manual (NSTM) Chapter 504, Pressure, Temperature and Other Mechanical and Electromechanical Measuring Instruments
- 2.32. Naval Ship's Technical Manual (NSTM) Chapter 505, Piping
- 2.33. Naval Ship's Technical Manual (NSTM) Chapter 555, Vol. 1 Surface Ship Firefighting and Vol. 2 Submarine Firefighting
- 2.34. NAVSEA Technical Specification 9090-600A, Ship Alteration Drawing Preparation
- 2.35. NAVSEA Technical Specification 9090-400B, Ship Change Document (SCD)
- 2.36. NAVSEA Technical Specification 9090-310G ALTERATIONS TO SHIPS ACCOMPLISHED BY ALTERATION INSTALLATION TEAMS
- 2.37. NAVSEA Stock Number 0640-LP-119-0175, OP-4 Ammunition and Explosive Safety Afloat
- 2.38. NCDS Baseline 2012
- 2.39. NFPA 1 Fire Code
- 2.40. NFPA 11 High Expansion Foam
- 2.41. NFPA 13 Sprinkler Systems
- 2.42. NFPA 70 National Electrical Code Handbook
- 2.43. NFPA 72 National Fire Alarm and Signaling Code Handbook
- 2.44. NFPA 101 Life Safety Handbook
- 2.45. NFPA 101A Guide on Alternative Approaches to Life Safety
- 2.46. NFPA 750 Water mist
- 2.47. NFPA 921 Fire Investigation
- 2.48. NFPA 2010 Fixed Aerosol Fire Extinguishing
- 2.49. NFPA Fire Protection Handbook Vol I and II
- 2.50. NFPA Automatic Sprinkler Systems for Residential Occupancies Handbook
- 2.51. NFPA Flammable and Combustible Liquids Code Handbook
- 2.52. SFPE Handbook of Fire Protection Engineering
- 2.53. NSWCPD Quality Management Procedure (QMP) 1.0 – Quality Manual
- 2.54. NSWCPD SOP 4720.1, Standard Operating Procedures for Managing Shipboard Industrial Work Performed by Alteration Installation Teams (AITs)
- 2.55. ASME Y14.5: Dimensioning and Tolerancing
- 2.56. ASME Y14.100: Engineering Drawing Practices
- 2.57. OPNAVINST 4790.4C, Ship's Maintenance, Material and Management (3M)
- 2.58. NAVSEA Standard Items

- 2.59. ASME Power Piping Code, <https://www.asme.org/products/codes-standards/b311-2014-power-piping>
- 2.60. The Joint Fleet Maintenance Manual (JFFM), <http://www.submepp.navy.mil/jfmm/index.htm>
- 2.61 Internal Organization for Standardization (ISO) 9001:2015, Quality Management Systems – Requirements

The Contractor shall reference and utilize the latest version available when performing tasks within this SOW.

3.0. REQUIREMENTS

3.1 Engineering and Program / Project Management Support

The contractor shall provide engineering and project management support for damage control, fire protection, and recoverability in support of NSWCPD's mission supporting NAVSEA and other military commands.

3.1.1 Fire Protection System (FPS) Engineering Services

- 3.1.1.1 The contractor shall provide technical support to US Navy active and passive FPS and fire insulation principles and systems, to include: developing, reviewing, and analyzing engineering white papers; writing/reviewing specifications for FPS; designing FPS and developing/updating/reviewing technical drawings and data for the Navy and other military platforms; and reviewing/assessing shipyard deliverables related to FPS design.
- 3.1.1.2 The contractor shall provide support for laboratory-scale testing and evaluation (T&E) and shipboard/land-based T&E efforts related to Navy FPS programs, to include reviewing and/or developing environmental qualification test plans and reports; witnessing testing; and developing and supporting the execution of fire laboratory test plans.
- 3.1.1.3 The contractor shall provide technical support in performing ship visits and inspections of FPS-related systems and equipment.

3.1.2 FPS Fleet Support Services

- 3.1.2.1 The contractor shall provide system and equipment sustainability/maintainability support, such as system configuration control support and researching and evaluating obsolescence risks and replacement/upgrade strategies and hardware.
- 3.1.2.2 The contractor shall provide support services for developing and maintaining integrated logistics support (ILS) element products (e.g. technical manuals, preventative maintenance procedures, provisioning data, and engineering operational sequencing system procedures)
- 3.1.2.3 The contractor shall provide shipboard troubleshooting services and assessments for certifications, inspections, studies, surveys, and/or evaluations in support of FPS as noted in Section 1 includes conducting shipboard surveys, making Shipboard Casualty Reports (CASREPs), and providing Tech Assist support.
- 3.1.2.4 The contractor shall provide modernization services support, including installation services, to accomplish prototypes/proof-ins, conversions, overhauls, alterations, modifications, installations, and removal of associated systems related to FPS/Fire Detection/LBF onboard ship classes as listed in Section 1.2.
- 3.1.2.5 The contractor shall support configuration management of FPS. This includes developing and loading configuration files into FPS controllers.

3.1.3 Other Specific FPS Engineering Services

- 3.1.3.1 The contractor shall provide subject matter expertise (SME) services related to high energetic fires, such lithium-ion battery thermal runaway, and shall be knowledgeable in US Navy active boundary cooling principles and weapon effects
- 3.1.3.2 The contractor shall perform fire modeling, simulation, and FPS design engineering services. This includes using/developing:
- Smoke computer models to predict the movement of hot smoke & toxic gas through an onboard space
 - Evacuation models from shipboard spaces
 - Dispersion modeling to evaluate hazard potential—including smoke from a ventilation shaft, combustible gas leak or flame stack plume

- Modeling and simulation software for analysis of fire dynamics, sprinkling and water mist dynamics, fire/smoke vent actuation, smoke spread, and conjugate heat transfer
- Modeling and simulation to determine how a blast would impact a vessel, e.g. Process Heating Assessment and Survey Tool (PHAST) and Flame Acceleration Simulator (FLACS)
- Heat Transfer modeling to determine adequacy of fire barriers onboard vessels

3.1.3.3 The contractor shall evaluate and analyze fire damage/suppression strategies and perform shipboard and fire technical risk assessments as well as respective risk analysis.

The contractor shall assess hazards and evaluate risk with respect to ship vulnerabilities and weapon effects

3.1.3.4 The contractor shall evaluate fire hazards in the shipboard environment, including those hazards created by weapons systems or impact of fire exposure to weapons systems.

The evaluation shall include determination and rationale for acceptable risk, acceptability of proposed levels of protection, hazard to personnel, and impact on ship mission, survivability and recoverability.

3.1.3.5 The contractor shall draft and review updates to Industrial Ship Safety Manual for Fire Prevention

3.1.3.6 The contractor shall draft, review, and analyze specific fire hazards and scenarios, firefighting requirements and fire doctrine, and firefighting procedures

3.1.3.7 The contractor shall participate in Technical Reviews of weapons system explosive safety submittals, for FPS design issues and impacts.

3.1.3.8 The contractor shall develop, design and assemble test fixtures that mimic shipboard fire hazards and weapons systems FPS for testing and analysis.

3.1.4 General Program/Project Management Services

3.1.4.1 The contractor shall provide regular program/project management reporting and financial tracking and reporting.

3.1.4.1.1 The contractor shall provide a Contractor Spend and Expenditure Plan for each awarded Technical Instruction and a roll up for the overall Task Order. (CDRL A009)

3.1.4.2 The contractor shall develop, manage, and execute Plan of Action and Milestones (POAM) charts and project schedules to ensure tasking is completed on time and within budget

3.1.4.3 The contractor shall prepare technical presentations of findings and/or analyses.

3.2 Commonality of Systems, Subsystems, and Components

3.2.1 In line with C-211-H019 Commonality and Standardization (NAVSEA), contractors are directed to develop and implement a Commonality and Standardization Plan. When selecting equipment/components, the Contractor shall utilize NAVSEA Enterprise Commonality Virtual Shelf (VS) (<https://www.pdrep.csd.disa.mil/default.htm>) before other tools.

3.2.2 Inquiries regarding issues with account creation or level of access on the Virtual Shelf should be sent via e-mail to commonality_program@navy.mil with the contract / task order number, and the COR and PCO name, email address and phone number.

3.3 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components

3.3.1 The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the Task Order price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer.

3.4 Diminishing Manufacturing Sources and Material Shortages Management (DMSMS) Contract Requirements – N/A

3.5 Parts Obsolescence – N/A

4.0 DATA REQUIREMENTS

4.1 CDRL A001, Contract Status Report

4.2 CDRL A002, Travel Report

4.3 CDRL A003, Contractor's Personnel Roster

4.4 CDRL A004, Government Property Inventory Report (PERIODIC)

4.5 CDRL A005, Government Property Inventory Report (FINAL)

4.6 CDRL A006, Unauthorized Supplier Purchase Report

4.7 CDRL A007, Technical Study/Report

4.8 CDRL A008, Small Business Utilization Report

4.9 CDRL A009, Contractor Spend and Expenditure Plan

4.10 CDRL A010, Presentation Materials

4.11 CDRL A011, Meeting Minutes

4.12 CDRL A012, Test Procedures

5.0 SECURITY REQUIREMENTS

5.1 SECURITY TRAINING. The Contractor is responsible for completing all required Government mandated training to maintain security and network access to government sites and IT systems to include but not limited to: Antiterrorism Level 1 Awareness; Records Management in the DON: Everyone's Responsibility; Training and Readiness: The Active Shooter; NAVSEA Introduction to Controlled Unclassified Information; Operations Security (OPSEC); NAVSEA Counterintelligence Training; Privacy and Personally Identifiable Information (PII) Awareness Training; NAVSEA Physical Security training and Cybersecurity 101 Training. Certificates of successful completion shall be sent to the COR and as otherwise specified in the Task Order.

5.1.1 In accordance with the NISPOM DoD 5220.22M, Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site require an open investigation or favorable adjudicated Tier 3 by the Vetting Risk Operations Center (VROC). An interim clearance is granted by VROC and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD buildings. Furthermore, if the Navy Central Adjudication Facility, have made an unfavorable determination access will be denied. For Common Access Card (CAC) you must have an open investigation and or favorable adjusted investigation. Interim security clearance are acceptable for a CAC. Access will be denied for anyone that has eligibility pending in DISS. Vetting through the National Crime Information Center, Sex Offender Registry, and the Terrorist screening database shall be process for a contractor that does not have a favorable adjudicated investigation.

5.1.2 Within 30 days after Task Order award, the contractor shall submit a list of all contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The contractor shall provide each employee's first name, last name, contract/task order number, the NSWCPD technical code, work location, whether or not the employee has a CAC and or Standard Access Control Badge (SACB), the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the Task Order, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

5.2 ON SITE WORK. Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCPD Security Officer at the time of badge request to verify citizenship.

Any contractor that has unfavorable information that has not been favorably adjudicated, by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge. Finally, contractors shall supply a copy of their OPSEC Training Certificate or other proof that the training has been completed.

5.2.1 In accordance with NSWCPD security protocol, contractor employees who hold dual citizenship will not be granted security clearance to our facilities.

5.3 DD254 REQUIREMENT. This effort may require access to classified information up to the SECRET level. No classified data will be generated or stored by the Contractor. The Contractor is required to have and maintain a SECRET clearance. The requirements of the attached DD Form 254 apply.

Additional information related to the facility clearance process can be obtained by visiting www.dss.mil or http://www.dss.mil/isec/pcl_index.htm.

5.4 OPERATIONS SECURITY (OPSEC)

5.4.1 The Contractor shall protect critical information associated with this Task Order to prevent unauthorized disclosure. The NSWC Philadelphia Division's (NSWCPD) Critical Information List (CIL)/ CIIL (Critical Indicators and information list) will be provided on site, if warranted. Performance under this Task Order requires the contractor to adhere to OPSEC requirements. The Contractor may not impose OPSEC requirements on its subcontractors unless NSWCPD approves the OPSEC requirements. During the performance period, the Contractor may be exposed to, use, or produce, NSWCPD Critical Information (CI) and/or observables and indicators which may lead to discovery of CI. NSWCPD's CI will not be distributed to unauthorized third parties, including foreign governments, or companies under Foreign Ownership, Control, or Influence (FOCI) unless such FOCI has been appropriately mitigated through measures approved by the Defense Counterintelligence and Security Agency. Questions concerning these requirements shall be directed to the PCO.

5.4.2 CUI correspondence transmitted internally on the contractor's unclassified networks or information systems, and externally, shall be protected per NIST SP-800-171, Protecting Controlled Unclassified Information (CUI) in Non-federal Systems and Organizations.

Assembled large components/systems being transported to and from testing areas, other production or government facilities (whether or not on public roadways) shall be in an enclosed van trailer or covered flatbed trailer. Component/System outside storage, staging, and test areas shall be shielded/obscured from public view wherever physically possible.

5.4.3 NSWCPD's CI shall not be publicized in corporate wide newsletters, trade magazines, displays, intranet pages or public facing websites. Media requests related to this project shall be directed to the PCO, and the COR who will forward the required to the NSWCPD Public Release Authority for review.

5.4.4 Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government Classified or CI, Business Sensitive, Company Proprietary information related to this or other program must be immediately reported to the contractor's Facility Security Officer and Cognizant Security Office and/or the Naval Criminal Investigative Service, and the NSWC PD Security Division (Code 105).

5.5 RECEIPT, STORAGE, AND GENERATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI)

All Controlled Unclassified Information (CUI) associated with this Task Order must follow the minimum marking requirements of DoDI 5200.48, Section 3, paragraph 3.4.a, and include the acronym "CUI" in the banner and footer of the document. In accordance with DoDI 5200.48, CUI must be safeguarded to prevent Unauthorized Disclosure (UD). CUI export controlled technical information or other scientific, technical, and engineering information must be marked with an export control warning as directed in DoDI 5230.24, DoDD 5230.25, and Part 250 of Title 32, CFR. Nonfederal information systems storing and processing CUI shall be protected per NIST SP-800-171, or subsequent revisions. All transmissions to personal email accounts (AOL, Yahoo, Hotmail, Comcast, etc.) and posting on social media websites (Facebook, Instagram, Twitter, LinkedIn, etc.) are prohibited. Destroy CUI associated with this Task Order by any of the following approved methods: A cross-cut shredder; a certified commercial destruction vendor; a central destruction facility; incineration; chemical decomposition; pulverizing, disintegration; or methods approved for classified destruction.

5.6 PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA.

When contractor employees, in the performance of their duties, are exposed to Planning, Programming, Budgeting and Execution (PPBE) data, a Non-Disclosure Agreement (NDA) with all affected contractor personnel must be executed in coordination with the COR and PCO to ensure safeguarding disclosure of this data.

5.7 U-NNPI SECURITY REQUIREMENTS

5.7.1 Security Classification Guidance is as follows of portions of the tasking on this Task Order when invoked in the task order statement of work:

5.7.1.1 Contractor requires access to information and equipment classified at the Confidential National Security Information (NSI) level in order to provide industrial support services within facilities that actively supports the Navy Nuclear Propulsion Program (NNPP).

5.7.1.2 All contractor personnel accessing classified information or classified material associated with the performance of work related to the resultant Task Order must be United States citizens, and shall have and maintain at a minimum SECRET security clearance.

5.7.1.3 The Contractor is responsible for completing all required government mandated training to maintain security and network access to government sites and IT systems, as necessary to support.

5.8 U-NNPI

5.8.1 Purpose The Contractor hereby agrees that when provided documents (specifications, drawings, etc.) that are marked as containing NOFORN sensitive information that must be controlled pursuant to Federal law, the information contained therein and generated as part of the inquiry shall be used only for the purpose stated in the Task Order and shall in no case be transmitted outside the company (unless such transmittals comply with the detailed guidance of the Task Order) or to any foreign national within the company. While in use, the documents shall be protected from unauthorized observation and shall be kept secure so as to preclude access by anyone not having a legitimate need to

view them. The documents shall not be copied unless done in conformance with the detailed guidance of the Task Order.

All the documents shall be promptly returned in their entirety, unless authorized for proper disposal or retention, following completion of the Task Order.

5.8.2 Specific Requirements for Protecting U-NNPI

Only U.S. citizens who have a need to know required to execute the Task Order shall be allowed access to U-NNPI.

When not in direct control of an authorized individual, U-NNPI must be secured in a locked container (e.g., file cabinet, desk, safe). Access to the container must be such that only authorized persons can access it, and compromise of the container would be obvious at sight. Containers should have no labels that indicate the contents. If removed from the site, U-NNPI must remain in the personal possession of the individual. At no time should U-NNPI be left unsecured (e.g., in a home or automobile, or unattended in a motel room or sent with baggage).

U-NNPI documents will have the word NOFORN at the top and bottom of each page. The cover sheet will have the warning statement shown below. Documents originated in the course of work that reproduce, expand or modify marked information shall be marked and controlled in the same way as the original. Media such as video tapes, disks, etc., must be marked and controlled similar to the markings on the original information.

U-NNPI may not be processed on networked computers with outside access unless approved by CNO (N00N). If desired, the company may submit a proposal for processing NNPI on company computer systems. Personally owned computing systems, such as personal computers, laptops, personal digital assistants, and other portable electronic devices are not authorized for processing NNPI. Exceptions require the specific approval of the cognizant DAA and CNO (N00N).

U-NNPI may be faxed within the continental United States and Hawaii provided there is an authorized individual waiting to receive the document and properly control it. U-NNPI may not be faxed to facilities outside the continental United States, including military installations, unless encrypted by means approved by CNO (N00N).

U-NNPI may be sent within the continental United States and Hawaii via first class mail in a single opaque envelope that has no markings indicating the nature of the contents.

Documents containing U-NNPI shall be disposed of as classified material.

Report any attempts to elicit U-NNPI by unauthorized persons to the appropriate security personnel.

Report any compromises of U-NNPI to the appropriate security personnel. This includes intentional or unintentional public release via such methods as theft, improper disposal (e.g., material not shredded, disks lost), placement on Web site, transmission via email, or violation of the information system containing U-NNPI.

j) The only approved storage for U-NNPI is CDMS NOFORN.

6.0 PLACE OF PERFORMANCE

6.1 The contractor's primary place of performance shall be at contractor's facilities. It is estimated that 20% of the work will occur on government site (e.g. NSWCPD facility or on-board ship) and about 80% of the work will occur off-site at the contractor's facilities.

6.1.1 Performance will occur at the following government sites: NSWC Philadelphia, Philadelphia, PA; various home ports (see Section 7).

6.1.2 Government will not provide Lab or High Bay space for any Contractor personnel under this Task Order. The Government will not provide full-time Office space for contractor personnel; mobile work areas at NSWC Philadelphia will be made available as needed.

6.1.3 The specific location(s) will be provided at time of award of the Task Order. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than three business days after the date of award.

The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name.

6.1.4 Access to Government buildings at Naval Surface Warfare Center Philadelphia Division is from 0600 to 1800 Monday through Friday, except Federal holidays. Normal work hours are from 0600 to 1800, Monday through Friday. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building/facility whenever Contractor employee(s) are performing work under this Task Order. Contractor personnel are not allowed to access any Government buildings at NSWCPD outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO).

6.1.5 Due to COVID-19, Contractors are encouraged to evaluate and establish performance of its contract at alternate work locations such as the expanded use of teleworking when feasible to successfully perform the contract requirements. This is in effect until there is resolution of the pandemic or as directed by the Contracting Officer.

6.1.6 Early Dismissal and Closure of Government Facilities

6.1.6.1 When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the Task Order for time off, but shall follow its own company policies regarding leave. 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 and during periods of inclement weather, onsite Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

6.1.6.2 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 will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, and closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The PCO 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.

6.1.7 The contractor shall ensure that each contractor employee who will be resident at NSWCPD completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCPD. This document is available at: <https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

6.1.8 In accordance with C-223-W002, ON-SITE SAFETY REQUIREMENTS (NAVSEA), the contractor shall certify by e-mail to Paul Breeden (paul.breeden@navy.mil) that on-site employees have read the "Philadelphia Division Environmental Policy and Commitment" and taken the EMS Awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall in employee name, work site, and contract/task order number.

7.0 TRAVEL

7.1 The Contractor may be required to travel from the primary performance location when supporting this requirement. The estimated number of trips is 364 over the five-year period of performance.

The contractor shall be required to travel CONUS (any state in USA) and OCONUS to accomplish the tasks contained in this Task Order. Travel in support of this requirement is anticipated to include, but may not be limited to, the following alternate performance locations:

CONUS/	ORIGIN:	DESTINATION:	Number of	Number of	Number of
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OCONUS			Days Per Trip	Trips	People
CONUS	Contractor location	Philadelphia, PA	1	20	1
CONUS	Contractor location	Mayport, FL	4	20	1
CONUS	Contractor location	Mayport, FL	7	5	2
CONUS	Contractor location	Bremerton / Everett / Bangor, WA	4	20	1
CONUS	Contractor location	Everett, WA	20	5	2
CONUS	Contractor location	Baltimore, MD	7	5	2
CONUS	Contractor location	Portland, OR	7	5	2
OCONUS	Contractor location	Pearl Harbor, HI	7	5	1
OCONUS	Contractor location	Pearl Harbor, HI	14	4	2
CONUS	Contractor location	China Lake, CA	7	5	2
CONUS	Contractor location	Chesapeake Beach, MD	7	5	2
CONUS	Contractor location	Norfolk/Newport News, VA and vicinity	4	30	1
CONUS	Contractor location	Norfolk/Newport News, VA	14	10	2
CONUS	Contractor location	San Diego, CA	4	30	1
CONUS	Contractor location	San Diego, CA	14	10	2
CONUS	Contractor location	Pascagoula, MS	14	3	2
CONUS	Contractor location	Bath, ME	7	15	2
CONUS	Contractor location	Kings Bay, GA	7	20	1
CONUS	Contractor location	Washington DC	1	50	1
CONUS	Contractor location	Washington DC	1	8	1
CONUS	Contractor location	Groton, CT	7	15	1
CONUS	Contractor location	Marinette, WI	7	15	1
CONUS	Contractor location	New Orleans, LA	7	15	1
CONUS	Contractor location	Mobile, AL	7	15	1
OCONUS	Contractor location	Yokosuka, Japan	15	5	1
OCONUS	Contractor location	Yokosuka, Japan	30	2	2
OCONUS	Contractor location	Sasebo, Japan	15	5	1
OCONUS	Contractor location	Sasebo, Japan	30	5	2
OCONUS	Contractor location	Rota, Spain	15	3	1
OCONUS	Contractor location	Guam	15	3	1

OCONUS	Contractor location	Gaeta, Italy	15	3	1
OCONUS	Contractor location	Bahrain, UAE	15	3	1

7.2 The number of times the Contractor may be required to travel to each location cited above may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. All travel shall be approved before travel occurs. Approval may be via email by the Contracting Officer (PCO) or the fully executed Technical Instruction (TI) signed by the Contracting Officer.

7.2.1 In accordance with the TI instructions, before initiating any travel the Contractor(s) shall submit a detailed and fully-burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. Actuals cost, resulting from the performance of travel requirements, shall be reported as part of the Contractor's monthly status report. The reportable cost shall also be traceable to the Contractor's invoice

7.3 All travel shall be conducted in accordance with FAR 31.205-46, Travel Costs, and B-231-H001 Travel Cost (NAVSEA) and shall be pre-approved by the COR (CDRL A002).

7.4 Travel Costs

7.4.1 The current "maximum per diem" rates are set forth in the (i) Federal Travel Regulations for travel in the Continental United States; (ii) Joint Travel Regulations for Overseas Non-Foreign areas (e.g., Alaska, Hawaii, Guam, Puerto Rico, etc.); and (ii) Department of State (DOS) prescribed rates for foreign overseas locations.

7.5 OCONUS Contractor Personnel Travel during COVID-19

In consideration of personnel movement during the COVID-19 pandemic, Force Health Protection (FHP) guidance has been issued for contractor personnel who travel OCONUS for deployment and for conducting official travel OCONUS as well. Entry requirements are communicated to traveling personnel, including contractor personnel, through the Electronic Foreign Clearance Guide (EFCG). Contractor personnel must adhere to current country entry requirements of the respective geographic combatant command (GCC) (which may include screening, ROM, and testing) and all applicable host nation procedures. All contracts including performance outside the United States require DoD contractor personnel to complete a risk assessment of health status.

8.0 GOVERNMENT FURNISHED PROPERTY

It is estimated that up to 3 government-furnished laptops (aka NMCI assets) will be provided to the contractor over the course of this Task Order's period of performance. It is estimated that one of these assets will be provided within 12 months of date of award, if needed; the second will be provided within 24 months of date of award if needed; and the third will be provided within 36 months if needed. See GFP Attachment identified in Attachment 4 in Section J.

8.1 Issuance of the DD 1149 "Requisition and Invoice/Shipping Document"

The contractor must obtain a DD-1149s before removing any Government Furnished Property, including Plant, Property, and Equipment (PP&E) from NSWCPD premises for general use. For situations where the contractor picks up/replaces NSWCPD property for maintenance purposes, the contractor shall provide an equipment receipt, showing Manufacturer, Model/Part Number, Serial Number and Asset Number/Barcode, on their company letterhead to the COR.

9.0 GOVERNMENT FURNISHED INFORMATION (GFI)

GFI will be specified in individual Technical Instructions (if applicable) and will be issued via a bilateral modification.

10.0 PURCHASES

10.1 Only items directly used and incidental to the services for this Task Order and for work within the scope of this SOW shall be purchased under the Other Direct Cost (ODC) line items. Purchases of an individual item that is valued above \$15,000 shall be approved by the Contracting Officer prior to purchase by the Contractor. The purchase request and supporting documentation shall be submitted via email to the Contracting Officer and the Contracting Officer's Representative (COR). It shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing and the contractor shall provide copies of price estimates from at least two vendors.

11.0 COUNTERFEIT MATERIAL PREVENTION

11.1 Electronic End-Items

11.1.1 The Contractor shall take steps as defined in DFARS 252.246-7007 and herein to minimize the risk of receiving counterfeit parts and materials. The Contractor shall:

- Maximize availability of authentic, originally designed and/or qualified parts throughout the product's life cycle, including management of parts obsolescence
- Assess potential suppliers to minimize the risk of receiving counterfeit parts or materials
- Maintain a listing of approved suppliers with documented criteria for approval and removal of suppliers from the list
- Have purchasing procedures which require the selection of parts and materials from OM or authorized suppliers whenever possible
- Require a certificate of compliance and supply chain traceability for all electronic part purchases, and provide to the Government upon request
- Use Government or industry services such as GIDEP and other commercially available services to identify part or supplier quality or authenticity problems
- Define minimum inspection and test requirements for parts being procured from unauthorized suppliers, and shall ensure that in-house, third-party, and/or distributor inspection and test procedures and facilities comply with these requirements
- Incorporate procurement clauses which plainly identify quality requirements and liability to all approved suppliers
- Flow the requirements above to affected Subcontractors

SAE AS6174 contains information regarding the detection, avoidance, and mitigation of counterfeit materiel, and may be used as a reference document for meeting the above steps.

Parts and materials shall not be purchased from unauthorized sources (e.g. independent distributor or broker) unless there is no other means for procurement. In isolated cases when an unauthorized supplier is the only possible choice for procurement, an Unauthorized Supplier Purchase Report (CDRL A006) shall be provided to the Contracting Officer and program office.

The report shall contain the following information:

- Reason why an authorized supplier or original component manufacturer (OM) could not provide the part or material
- Product certificate of conformance with traceability to the OM, if available
- Verification and authenticity data results (e.g., visual inspection, marking/surface finish permanency, DPA, Scanning Acoustic Microscopy, Energy Dispersive X-Ray Spectroscopy, Fourier Transform Infrared (FTIR) Spectroscopy, Rockwell Hardness Test, etc.) SAE AS5553 contains information regarding the detection, avoidance, and mitigation of counterfeit electronic components and may be used as a reference document for meeting the above steps.

11.2 Non-Electronic Materials

11.2.1 Department of the Navy contractors (and their subcontractors at all tiers) who obtain critical or high risk materiel shall implement a risk mitigation process as follows:

11.2.1.1 If the materiel is currently in production or currently available, materiel shall be obtained only from authorized suppliers

11.2.1.2 If the materiel is not in production or currently available from authorized suppliers, materiel shall be obtained from suppliers that meet appropriate counterfeit avoidance criteria

11.2.1.3 Contractor shall notify the contracting officer when critical or high risk materiel cannot be obtained from an authorized supplier;

11.2.1.4 Contractor shall take mitigating actions to authenticate the materiel if purchased from an unauthorized supplier

11.2.1.5 Contractor shall report instances of counterfeit and suspect counterfeit materiel to the contracting officer and the GIDI as soon as the contractor becomes aware of the issue.

12.0 PERSONNEL

12.1 Personnel Requirements. All persons proposed in key and non-key labor categories shall, at the time of proposal submission be U.S. citizens.

12.2 Clause 52.222-2 "Payment for Overtime Premiums" will state "zero". Overtime premiums are not approved.

12.3 The level of effort for the performance of the resultant Task Order is based on the following labor categories and hours per year:



Title	eCRAFT LCAT	Key? (Y/N)	Base Yr hours		Option Yr 1 hours		Option Yr 2 hours		Option Yr 3 hours		Option Yr 4 hours		Total Hours each Location		Total hours
			Ktr Site	Govt Site	Ktr Site	Govt Site	Ktr Site	Govt Site	Ktr Site	Govt Site	Ktr Site	Govt Site	Ktr Site	Govt Site	
Manager, Program/Project III [LBF, FDS]	MANP3	Y	864	126	864	126	864	126	864	126	864	126	4,320	630	4,950
Manager, Program/Project III (OT) [LBF, FDS]		Y	63	18	63	18	63	18	63	18	63	18	315	90	405
Engineer II [FDS]	E2	Y	0	0	0	0	1260	540	1260	540	1260	540	3,780	1,620	5,400
Engineer II (OT) [FDS]		Y	0	0	0	0	180	180	180	180	180	180	540	540	1,080
Technician, Engineering V [LBF]	30085	Y	614	270	614	270	614	270	614	270	614	270	3,070	1,350	4,420
Technician, Engineering V (OT) [LBF]		Y	103	0	103	0	103	0	103	0	103	0	515	0	515
Engineer IV (1) [Misc]	E4	Y	240	0	240	0	240	0	240	0	240	0	1,200	0	1,200
Engineer IV (2) [Misc]	E4	Y	960	0	960	0	960	0	960	0	960	0	4,800	0	4,800
Engineer, Mechanical II [FDS]	EM2	Y	1260	540	1260	540	1260	540	1260	540	1260	540	6,300	2,700	9,000
Engineer, Mechanical II (OT) [FDS]		Y	180	180	180	180	180	180	180	180	180	180	900	900	1,800
Engineer, Mechanical IV [LBF]	EM4	Y	665	180	665	180	665	180	665	180	665	180	3,325	900	4,225
Engineer, Mechanical IV (OT) [LBF]		Y	77	0	77	0	77	0	77	0	77	0	385	0	385
Engineer, Mechanical IV [FDS]	EM4	Y	630	189	630	189	630	189	630	189	630	189	3,150	945	4,095
Engineer, Mechanical IV (OT) [FDS]		Y	63	22	63	22	63	22	63	22	63	22	315	110	425
Engineer III [LBF]	E3	N	317	72	317	72	317	72	317	72	317	72	1,585	360	1,945
Engineer III (OT) [LBF]		N	26	0	26	0	26	0	26	0	26	0	130	0	130
Technician, Engineering III [LBF]	30083	N	425	108	425	108	425	108	425	108	425	108	2,125	540	2,665
Technician, Engineering III (OT) [LBF]		N	51	0	51	0	51	0	51	0	51	0	255	0	255
Technician, Engineering V [FDS, Misc]	30085	N	990	180	990	180	990	180	990	180	990	180	4,950	900	5,850
Technician, Engineering V (OT) [FDS, Misc]		N	36	36	36	36	36	36	36	36	36	36	180	180	360
Engineer III (1) [Misc]	E3	N	600	0	600	0	600	0	600	0	600	0	3,000	0	3,000
Engineer III (2) [Misc]	E3	N	200	0	200	0	200	0	200	0	200	0	1,000	0	1,000
Engineer, Design II [FDS]	ED2	N	270	90	270	90	270	90	270	90	270	90	1,350	450	1800
Engineer, Design II (OT) [FDS]		N	18	18	18	18	18	18	18	18	18	18	90	90	170
Engineer, Electrical III [FDS]	EE3	N	72	72	72	72	72	72	72	72	72	72	360	360	720
Engineer, Electrical III (OT) [FDS]		N	9	18	9	18	9	18	9	18	9	18	45	90	135
Engineer, Mechanical III [LBF]	EM3	N	460	90	460	90	460	90	460	90	460	90	2,300	450	2,750
Engineer, Mechanical III (OT) [LBF]		N	51	0	51	0	51	0	51	0	51	0	255	0	255

Quality Control Specialist III [LBF, FDS]	SQC3	N	522	18	522	18	522	18	522	18	522	18	2,610	90	2,700
Logistician II [FDS]	LGT2	N	90	0	90	0	90	0	90	0	90	0	450	0	4450
CAD operator / Drafter III [Misc]	30063	N	144	0	144	0	144	0	36	0	36	0	504	0	504
TOTAL HOURS			10,000	2,227	10,000	2,227	11,440	2,947	11,332	2,947	11,332	2,947	54,104	13,295	67,399

12.4 Key Personnel

12.4.1 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Task Order in accordance with Clause 52.237-3 Continuity of Services (Jan 1991) in the basic SeaPort contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

12.4.2 In accordance with C-237-H002 Substitution of Key Personnel, the following labor categories are designated as the target Key Personnel for this Task Order. Resumes will be submitted for each category in the quantities indicated by the key category description. Target qualifications are listed below for each education and work experience qualifications for each key personnel labor category. The proposed combined expertise of all proposed key personnel shall cover at a minimum all requirements for Sections 3.1 to 3.3 in this SOW.

12.4.3 The Contractor shall provide individuals to fill the key positions identified below.

12.4.4 The Contractor shall indicate within the personnel section of its proposal, and/or indicate within individual submitted resume(s), any personnel security clearance requirements as stipulated in section 12.1 above.

-

Program/Project Manager III [LBF, FDS] (one resume required):

Minimum Education: Bachelor's degree in any technical or managerial discipline from an accredited college or university.

Minimum Experience: This individual shall have five (5) years of experience as a Program Manager, to include contract and sub-contract management, budgeting, scheduling, planning, and estimating.

Target Experience: Fifteen (15) years of professional experience in program / project management of U.S. Navy machinery systems.

Engineer II [FDS] (one resume required)

Minimum Education: Bachelor's degree in any Engineering discipline from an ABET-accredited college or university

Minimum Experience: 2 years of professional experience in any Engineering discipline. This individual shall have two (2) years experience in working with fire alarm and control systems.

Technician, Engineering V [LBF] (one resume required):

Minimum Education: Technical School diploma or certification

Minimum Experience: Five (5) years of experience in the operation, maintenance and testing of U.S. Navy machinery electrical/electronic systems.

Engineer, Mechanical IV [LBF] (one resume required)**Minimum Education:** Master's degree in Mechanical Engineering from an ABET-accredited college or university**Minimum Experience:** Ten (10) years of professional experience in the Mechanical Engineering discipline**Engineer, Mechanical IV [FDS]** (one resume required)**Minimum Education:** Bachelor's degree in Fire Protection Engineering or Mechanical Engineering from an ABET-accredited college or university**Target Experience:** 10 years of fire protection or Mechanical professional engineer experience in testing and development of US Navy or commercial fire detection systems.**Minimum Certification:** Active Fire Protection Engineering License provided by National Council of Examiners for Engineering and Surveying (NCEES)**Engineer, Mechanical II [FDS]** (one resume required)**Minimum Education:** Bachelor's Degree in Mechanical Engineering**Minimum Experience:** Four (4) years of professional experience in the Mechanical Engineering discipline.**Target Experience:** This individual should have four (4) year experience in working with fire alarm and control systems.**Engineer IV [Misc]** (one resume required)**Minimum Education:** Bachelor's degree in Fire Protection Engineering or Mechanical Engineering from an accredited college or university.**Target Experience:** 15 years of fire protection professional engineer experience in testing and development of a combination with the following: US Navy water mist systems; commercial water mist systems; and AFFF systems**Minimum Certification:** Active Fire Protection Engineering License provided by NCEES**Engineer IV [Misc]** (one resume required)**Minimum Education:** Master's degree in Fire Protection Engineering from an accredited college or university**Target Experience:** 15 years of fire protection professional engineer experience with a combination of the following: US Navy fire hazard risk mitigation, risk management, fire investigations, and shipboard fire hazard analysis including weapon systems.**Minimum Certification:** Active Fire Protection Engineering License provided by NCEES**12.5 Non-Key Personnel**

In the performance of this effort, the Contractor shall fully staff the non-key positions listed below with qualified individuals. All non-key personnel performing under this Task Order shall meet the Government's minimum requirements. The Contractor shall provide individuals to fill the non-key positions identified below:

Engineer III [LBF]

Minimum Education: Bachelor's degree in any engineering discipline from an ABET-accredited college or university

Minimum Experience: Three (3) years of professional experience in any engineering discipline

Technician, Engineering III [LBF]

Minimum Education: Technical School diploma or certification

Minimum Experience: Three (3) years of experience in the operation, maintenance and testing of U.S. Navy machinery electrical/electronic systems.

Technician, Engineering V [FDS, Misc]

Minimum Education: High school diploma, related military experience, trade/industrial school graduate, or GED equivalent

Minimum Experience: Five years of experience developing mechanical and electrical prototypes from engineering drawings with an understanding of GD&T symbols. The individual should have experience reverse engineering mechanical and electrical items.

Engineer III (1) [Misc]

Minimum Education: Bachelor's degree in Fire Protection Engineering or Mechanical Engineering from an accredited college or university

Minimum Experience: 10 years of fire protection professional engineer experience in testing and development of US Navy water mist systems; commercial water mist systems; and AFFF systems.

Minimum Certification: Active Fire Protection Engineering License provided by NCEES

Engineer III (2) [Misc]

Minimum Education: Bachelor's degree in Fire Protection Engineering or Mechanical Engineering from an accredited college or university

Minimum Experience: 10 years of fire protection professional engineer experience with US Navy fire hazard risk mitigation, risk management, fire investigations, and shipboard fire hazard analysis including weapon systems.

Minimum Certification: Active Fire Protection Engineering License provided by NCEES

Engineer, Design II [FDS]

Minimum Education: Bachelor's degree in an Engineering discipline or Industrial Design from an ABET-accredited college or university

Minimum Experience: 3 years of professional experience in mechanical, structural or electrical/electronic design.

Engineer, Electrical/Electronics III [FDS]

Minimum Education: Bachelor's degree in Electrical/Electronics Engineering from an ABET-accredited college or university

Minimum Experience: 7 years' professional experience working with electrical/electronic machines and systems.

Engineer, Mechanical III [LBF]

Minimum Education: Bachelor's Degree in Mechanical Engineering from an ABET-accredited college or university

Minimum Experience: Seven (7) years of professional experience in the Mechanical Engineering discipline

Quality Control Specialist III [FDS, LBF]

Minimum Education: High school diploma, related military experience, trade/industrial school graduate or GED equivalent

Minimum Experience: Five (5) years of professional experience related to the field of Quality Control

Logistician II [FDS]

Minimum Education: High school diploma or vocational school diploma/degree, or GED certificate

Minimum Experience: Five (5) years of professional experience related to integrated logistics support of Navy shipboard and/or submarine machinery systems

Drafter / CAD Operator III [Misc]

Minimum Education: Technical School degree in Drafting, Illustrating or Graphic Arts. Senior Level ASME GDTP Certification

Minimum Experience: Five years of experience using CAD and drafting drawings that meet ASME Y14.100.

12.6 DON Cyberspace IT (Information Technology) / Cybersecurity & Information Assurance Functions and Personnel Requirements – N/A**13.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM**

13.1 In addition to the requirements of Clause C-237-W001 "Electronic Cost Reporting and Financial Tracking (eCRAFT) System Reporting (NAVSEA)", the contractor is required to provide supporting accounting system reports, at the Contracting Officer's request, based on the review of the invoice documentation submitted to eCRAFT. This documentation will include reports such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent). Supporting labor data provided must include unburdened direct labor rates for each employee and labor category. Cost breakdowns for ODCs, Materials, travel and other non-labor costs must be at the transactional level in sufficient detail so the Government can review allocability to the Task Order. Indirect costs allocated to direct costs must be shown at the lowest level of detail sufficient to reconcile each indirect rate to the appropriate allocation base.

13.2 On invoices containing subcontractor costs, the prime contractor agrees, at the Contracting Officer's request, to attach as supporting documentation all invoices received from subcontractors, unless the subcontractor submits invoices directly to the CO and COR. This requirement applies to all subcontract types (Cost, FFP, etc.).

14.0 SPECIAL REQUIREMENTS

14.1 Quality Management System (QMS)

The Contractor shall maintain a QMS in accordance with ASQ/ANSI/ISO 9001:2015 standards. The contractor shall notify NSWCPD in writing when any changes are made to the QMS that may affect this SOW. Proof of conformance to standards shall be provided.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(End of text)

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

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

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

(1) The support contractor not disclose any information;

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

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

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

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

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

(End of text)

C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

(End of text)

C-211-H011 USE OF POWER GRINDERS AND SAWS (NAVSEA) (OCT 2018)

(a) All portable pneumatic grinders or reciprocating saws that are to be used on reactor plant material or equipment or used within the reactor compartment shall be equipped with safety lock off devices. In addition, the Contractor agrees that all portable pneumatic grinders or reciprocating saws that it purchases or acquires subsequent to the date of this contract, for use in performance of this contract in Naval workplace areas shall be equipped with safety lock off devices.

(b) A "safety lock off device" is any operating control which requires positive action by the operator before the tool can be turned on. The lock off device shall automatically and positively lock the throttle in the off position when the throttle is released. Two consecutive operations by the same hand shall be required first to disengage the lock off device and then to turn on the throttle. The lock off device shall be integral with the tool, shall not adversely affect the safety or operating characteristics of the tool, and shall not be easily removable.

(c) Devices, such as a "dead man control" or "quick disconnect", which do not automatically and positively lock the throttle in the off position when the throttle is released, are not safety lock off devices.

(End of text)

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

(a) Definitions.

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

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

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

None

(End of text)

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

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

(End of text)

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

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

(End of text)

C-211-H019 COMMONALITY AND STANDARDIZATION (NAVSEA) (FEB 2022)

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

(End of text)

C-211-H020 PROTECTION OF THE VESSEL (NAVSEA) (MAR 2019)

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or

the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

(End of Text)

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with the detailed obligations to which the Contractor committed itself in Proposal ___ TBD ___ in response to Solicitation No. N6449822R3049.

(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-222-H001 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (APR 2019)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "Default (Fixed-Price Supply and Service)" (FAR 52.249-8), "Default (Fixed-Price Research and Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

(End of text)

C-223-H001 TRANSPORT AND DISPOSAL OF RADIOACTIVE WASTE (NAVSEA) (OCT 2018)

The Contractor will make reasonable efforts to contract commercially for transport and disposal of spent resin and other radioactive wastes to the same extent as for recent overhauls so long as nuclear risk indemnity under P.L. 85 804 is available to the Contractor.

In the event that the Contractor cannot comply with new requirements concerning transport or disposal for radioactive wastes, or cannot reasonably obtain commercial transport and disposal of such wastes, the Government, upon timely notification of the specific problem(s), will provide assistance for disposition and, if such assistance does not prove to be successful, will assume custody of the radioactive wastes. In the event that the Government assumes custody of such radioactive wastes, then this contract shall be equitably adjusted to reflect the reduction in the scope of work of this contract.

(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:

Paul Breeden; email:paul.breeden@navy.mil

(End of text)

C-227-H003 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION (NAVSEA) (OCT 2018)

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. In accordance with OPNAVINST N9210.3 of 7 June 2010, appropriate safeguards must be proposed by the Contractor and approved by the NAVSEA Contracting Officer for Security Matters for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the NAVSEA Contracting Officer for Security Matters.

(b) The NAVSEA Contracting Officer for Security Matters shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.

(c) In the event that a court or administrative order makes immediate review by the NAVSEA Contracting Officer for Security Matters impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(d) The Contracting Agency reserves the right to audit Contractor and subcontractor facilities for compliance with the above restrictions.

(e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 00P3).

(End of text)

(a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.

(b) Equipment and technical data defined as Naval Nuclear Propulsion Information (NNPI) under OPNAVINST N9210.3 of 7 June 2010 shall not be disclosed to foreign nationals or immigrant aliens.

(c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.

(d) As used in this requirement, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;

(2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;

(3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

(e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

(End of text)

C-227-H005 UNLIMITED RIGHTS IN TECHNICAL DATA-NUCLEAR PROPULSION PLANT SYSTEMS (NAVSEA) (OCT 2018)

(a) Pursuant to subparagraph (b)(1) of the clauses entitled "Rights In Technical Data--Noncommercial Items" (DFARS 252.227 7013) and "Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation" (DFARS 252.227-7014), it is agreed that all technical data pertaining to nuclear propulsion plant systems under the technical cognizance of the Navy Nuclear Propulsion Directorate, Naval Sea Systems Command (NAVSEA 08), which is specified to be delivered pursuant to this contract, shall be delivered with unlimited rights, provided, however, that nothing in the clause shall be deemed to require any subcontractor of any tier under this contract to deliver or furnish with unlimited rights any technical data which it is entitled to deliver with other than unlimited rights pursuant to said "Rights In Technical Data--Noncommercial Items" Or "Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation" clauses.

(b) It is further agreed that promptly after delivery of the vessel, or after any termination of all work under this contract, the Contractor shall submit a letter report to the Navy Nuclear Propulsion Directorate, Naval Sea Systems Command (NAVSEA 08) listing and providing a brief description of all items of technical data pertaining to the reactor plant(s) of the vessel(s) developed or prepared under this contract which were not specified to be delivered pursuant to this contract. The Contractor shall furnish in the Contractor's format and at the cost of reproduction, with unlimited rights, copies of items of technical data so reported or which should have been reported, as the Government may require in writing from time to time and at any time. However, nothing in this requirement shall require the Contractor to retain any item of such technical data beyond the period provided for in this contract, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.

(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-A012, attached hereto.

(End of Text)

C-227-H012 INVENTION RIGHTS - NUCLEAR PROPULSION PLANT SYSTEMS (NAVSEA) (MAR 2019)

(a) If in performance of this contract, the Contractor invents, discovers, conceives, or first actually reduces to practice a patentable invention pertaining to nuclear propulsion plant systems under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08), the entire right, title, and interest in said invention shall be assigned to the Government, subject only to a royalty-free, non-exclusive license with the Contractor to practice the same.

(b) The Contractor shall submit annually a report of any such patentable inventions or a report that it has no such patentable inventions. The first report will be included as part of the monthly progress report following the first annual due date, and annually thereafter.

(c) The patent rights clause at Federal Acquisition Regulation (FAR) 52.227-11 entitled "Patent Rights-Ownership by The Contractor" or the patent rights clause at Department of Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7038 entitled "Patent Rights-Ownership by The Contractor (Large Business) apply to inventions not relating to nuclear propulsion plant systems.

(End of text)

C-227-H014 PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS - BASIC (NAVSEA) (JUL 2021)

(a) The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) (the "Designation(s)"), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

(b) The contractor shall notify the contracting officer at least 30 days before asserting rights in, or filing an application to register, any one of the Designation(s) in any jurisdiction within the United States. Any such notification shall be in writing and shall identify the Designation(s) (including the word(s), 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.

(End of text)

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

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

(End of text)

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

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

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

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

(End of text)

C-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 MEETING (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: *

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

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the 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-H001 SUBCONTRACTING OF NUCLEAR ENGINEERING EFFORT (NAVSEA) (OCT 2018)

(a) The Contractor and the Navy intend that all nuclear engineering effort under this contract be performed by employees of the Contractor or persons under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site. If, however, the Contractor considers that subcontracting some nuclear engineering effort, which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site, is necessary to meet the Contractor's contractual requirements, then notwithstanding and in addition to any other requirement of this contract, the Contractor shall submit a written request for technical approval to the Navy Nuclear Propulsion Directorate (NAVSEA 08). The request to subcontract nuclear engineering effort shall state the reasons why the subcontracting is necessary, why the effort cannot be performed by the Contractor's personnel or persons under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site, the expected number of man/hours, cost and nature of the subcontracted effort, period of performance, and the name and qualifications of the vendor to perform the subcontracted effort. NAVSEA 08 shall approve or disapprove the request in writing. The Contractor agrees not to subcontract any nuclear engineering effort which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site without obtaining the express written technical approval of NAVSEA 08.

(b) For the purpose of this requirement, the term "nuclear engineering effort" includes engineering, drafting, and related technical support effort under NAVSEA 08 technical cognizance.

(End of text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (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 DATA FURNISHED BY THE GOVERNMENT--ALTERNATE I (NAVSEA) (MAY 2019)

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

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

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

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

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

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

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

(2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

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

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

(End of text)

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

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

(End of text)

Section D - Packaging and Marking

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

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

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

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

(End of text)

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

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

(1) name and business address of the Contractor

(2) contract number

(3) sponsor:

CODE 336

(Name of Individual Sponsor)

NSWCPD

(Name of Requiring Activity)

PHILADELPHIA, PA

(City and State)

(End of text)

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

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

(End of text)

Section E - Inspection and Acceptance

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

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

ASQ/ANSI/ISO 9001:2015 standards

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

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

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

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

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

(End of clause)

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) 2000-3400 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

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

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

(End of text)

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

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

(End of text)

Section F - Deliveries or Performance

The dates below are estimates and will be revised based on the award date:

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

2000	11/15/2022 - 11/14/2023
3000	11/15/2022 - 11/14/2023

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

2100	11/15/2023 - 11/14/2024
2200	11/15/2024 - 11/14/2025
2300	11/15/2025 - 11/14/2026
2400	11/15/2026 - 11/14/2027
3100	11/15/2023 - 11/14/2024
3200	11/15/2024 - 11/14/2025
3300	11/15/2025 - 11/14/2026
3400	11/15/2026 - 11/14/2027

CLAUSES INCORPORATED BY REFERENCE

52.247-55 F.O.B. Point For Delivery Of Government-Furnished Property JUN 2003

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 **15 November 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.

(End of Text)

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

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

(End of Text)

Section G - Contract Administration Data

Contracting Officer Representative
Emmie Liza Huff, N64498
NSWCPD
Philadelphia, PA 19112-1403
EMMIE.HUFF@NAVY.MIL
215-897-2590

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

COST VOUCHER

(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.

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N64498
Admin DoDAAC**	N64498
Inspect By DoDAAC	N64498
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	N/A
Service Approver (DoDAAC)	N64498
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N64498
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

(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.

N64498 - Kimberly Villano; email: kimberly.villano@navy.mil, 215.897-2433

GAM Mailbox - email: NSWCPD_WAWF_GAM@navy.mil

Send additional notifications to:

Emmie Huff

emmieliza.p.huff.civ@us.navy.mil

(267) 872-8500

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

(End of clause)

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

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

(End of text)

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

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

- (1) The CLINs/SLINs covered by the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22);
- (2) The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs;
- (3) The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee" (FAR 52.216-10); and;
- (4) The period of performance for which it is estimated the allotted amount(s) will cover:

CLINS/SLINS	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE FOR ALLOTMENT
2000 and 3000	TBD	TBD	Base Year
2100 and 3100	TBD	TBD	Option Year 1
2200 and 2200	TBD	TBD	Option Year 2
2300 and 3300	TBD	TBD	Option Year 3
2400 and 3400	TBD	TBD	Option Year 4

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

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

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

(End of text)

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

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

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions—Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
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):

<u>Item</u>	<u>Type*</u>
<u>All</u>	<u>CR</u>
	-

*CR – Cost-Reimbursement

FP – Fixed Price

(End of text)

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

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

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

(End of text)

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

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

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. The Contractor shall not comply with any 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:

Kimberly DiBartolomeo
 Contract Officer
 Naval Sea Systems Command (NAVSEA)
 Naval Surface Warfare Center Philadelphia Division
 5001 South Broad Street
 Philadelphia, PA 19112-5083
 Phone: 215-897-2941
 Email: kimberly.dibartolome@navy.mil

(ii) The Contract Specialist is:

Francis Brady
 Contract Specialist
 Naval Sea Systems Command (NAVSEA)
 Naval Surface Warfare Center Philadelphia Division
 5001 South Broad Street
 Philadelphia, PA 19112-5083
 Phone: 215-897-9187
 Cell: 267-990-6185
 Email: francis.j.brady@navy.mil

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

The Contracting Officer's Representative (COR) is:

Emmie Huff

Contracting Officer Representative

Naval Sea Systems Command (NAVSEA)
 Naval Surface Warfare Center Philadelphia Division
 5001 South Broad Street
 Philadelphia, PA 19112-5083
 Phone: 215-897-2590
 Email: emmie.huff@mil

(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:

N/A

(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:

TBD

(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:

N/A

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:

N/A

The Authorized Ordering Person(s) for Per-Call Maintenance is responsible for issuing and maintaining records for any per-call orders for remedial intenance 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 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.

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

N/A

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

TBD

(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 the [insert activity name]. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at the contractor's expense with no cost or liability to the U.S. Government.

(b) The federal Government observes public Holidays that have been established under 5 U.S.C. 6103. The actual date of observance for each of the holidays, for a specific calendar year, may be obtained from the OPM website at OPM.GOV or by using the following direct link:

<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>.

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

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

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

(End of text)

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

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

ALL

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

NONE

(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 69 hours per week. It is understood and agreed that the rate of man-hours per week may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraphs.

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall

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

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

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

(End of text)

H-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, deck 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: TBD

(End of text)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
	Basic Safeguarding of Covered Contractor	
52.204-21	Information Systems	DEC 2021
	Market Research	
52.210-1	Defense Priority and Allocation Requirements	DEC 2021
52.211-15		APR 2008
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
	Requirements for Certified Cost or Pricing Data	
52.215-21	Other Than Certified Cost or Pricing Data-	DEC 2021
	Modifications	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
	Waste Reduction Program	MAY 2011
52.223-5	Pollution Prevention and Right-To-Know Information	MAY 2011
52.223-10		
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.237-2	Protection of Government Building, Equipment, and Vegetation	APR 1984
	Payments to Small Business Subcontractors	
52.242-5		JAN 2017
52.245-1	Government Property	SEP 2021
52.245-2	Government Property Installation Operation Services	APR 2012
52.245-9	Use And Charges	APR 2012
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7004	Antiterrorism Awareness Training for Contractors	FEB 2019
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7023	Reporting Requirements for Contracted Services	JUL 2021
252.211-7003	Item Unique Identification and Valuation	MAT 2022

252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.223-7006	Prohibition of Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7052	Restriction on Acquisition of Certain Magnets and Tungsten.	OCT 2020
	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	
252.227-7014		FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
	Technical Data—Withholding of Payment	
252.227-7030	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	MAR 2000
252.227-7025		MAY 2013
252.232-7017	Accelerating Payments to Small Business Subcontractors--	APR 2020
	Prohibition on Fees and Consideration	
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty of Data	MAR 2014
252.246-7007	Contractor Counterfeit Electronic Part Detection	AUG 2016
	and Avoidance System	
252.246-7008	Sources of Electronic Parts	MAY 2018

INCORPORATED BY FULL TEXT

52.216-22 Indefinite Quantity. (OCT 1995)

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

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

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

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(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 options under this clause, shall not exceed an ordering period of sixty (60) months and a period of performance of seventy two (72) months.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (SEP 2021)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a

similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

X By the end of the base term of the contract and then by the end of each subsequent option period; or

___ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Commercial product" means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101.

"Commercial service" means a service that satisfies the definition of "commercial service" in FAR 2.101.

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual subcontracting plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master subcontracting plan" means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

"Reduced payment" means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

"Total contract dollars" means the final anticipated dollar value, including the dollar value of all options.

"Untimely payment" means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626—

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small

disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will—

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
- (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;
- (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
- (v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
- (vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this

information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if—

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or

proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master

subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702 (a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed TBD 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 multishift 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 paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each

critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

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

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

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

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

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

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

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

TBD

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from PGI 225.372-1.

(End of clause)

252.246-7006 Warranty Tracking of Serialized Items (MAR 2016)

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

Duration means the warranty period. This period may be a stated period of time, amount of usage, or the occurrence of a specified event, after formal acceptance of delivery, for the Government to assert a contractual right for the correction of defects.

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

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

First use means the initial or first-time use of a product by the Government.

Fixed expiration means the date the warranty expires and the Contractor's obligation to provide for a remedy or corrective action ends.

Installation means the date a unit is inserted into a higher level assembly in order to make that assembly operational.

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

Item type means a coded representation of the description of the item being warranted, consisting of the codes C--component procured separate from end item, S--subassembly procured separate from end item or subassembly, E--embedded in component, subassembly or end item parent, and P--parent end item.

Starting event means the event or action that initiates the warranty, such as first use or upon installation.

Serialized item means each item produced is assigned a serial number that is unique among all the collective tangible items produced by the enterprise, or each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment within the enterprise identifier. The enterprise is responsible for ensuring unique serialization within the enterprise identifier or within the part, lot, or batch numbers, and that serial numbers, once assigned, are never used again.

Unique item identifier means a set of data elements marked on an item that is globally unique and unambiguous.

Usage means the quantity and an associated unit of measure that specifies the amount of a characteristic subject to the contractor's obligation to provide for remedy or corrective action, such as a number of miles, hours, or cycles.

Warranty administrator means the organization specified by the guarantor for managing the warranty.

Warranty guarantor means the enterprise that provides the warranty under the terms and conditions of a contract.

Warranty repair source means the organization specified by a warranty guarantor for receiving and managing warranty items that are returned by a customer.

Warranty tracking means the ability to trace a warranted item from delivery through completion of the effectivity of the warranty.

(b) Reporting of data for warranty tracking and administration.

(1) The Contractor shall provide the information required by the attachment entitled "Warranty Tracking Information" on each contract line item number, subline item number, or exhibit line item number for warranted items no later than the time of award. Information required in the warranty attachment shall include such information as duration, fixed expiration, item type, starting event, usage, warranty administrator enterprise identifier, and warranty guarantor enterprise identifier.

(2) The Contractor shall provide the following information no later than when the warranted items are presented for receipt and/or acceptance--

(i) The unique item identifier for each warranted item required by the attachment entitled "Warranty Tracking Information;" and

(ii) The warranty repair source information and instructions for each warranted item required by the attachment entitled "Source of Repair Instructions."

(3) The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the requiring activity and the Contracting Officer Representative.

(4) For additional information on warranty attachments, see the "Warranty and Source of Repair" training and "Warranty and Source of Repair Tracking User Guide" accessible on the Product Data Reporting and Evaluation Program (PDREP) Web site at https://www.pdrep.csd.disa.mil/pdrep_files/other/wsr.htm.

(c) Reservation of rights. The terms of this clause shall not be construed to limit the Government's rights or remedies under any other contract clause.

(End of clause)

Section J - List of Attachments

Attachment 1: Cost Summary Format

Attachment 2: Labor Rate Substantiation Table

Attachment 3: DD254

Attachment 4: GFP Spreadsheet

Attachment 5: Small Business Spreadsheet

Attachment 6: List of Key Personnel

Exhibit A: CDRL's A001-A012

Attachment Number	File Name	Description
1	Attachment 1-Cost Summary Template.xlsx	Cost Summary Format
2	Labor_Rate_Substantiation_Table_Attachment 2.xls	Labor Rate Substantiation Table
3	DD254 Attachment #3.pdf	DD254
4	GFP Spreadsheet_Attachment_4.xlsx	GFP Spreadsheet
5	NSWCPD_SBPCD_Attachment_5.xlsx	Small Business Participation Commitment Document
6	Attachment 6 - List of Key Personnel-.docx	List of Key Personnel
Exhibit A	Exhibit A CDRLs.pdf	Exhibit A CDRL's A001-A012

Section K - Certifications and Representations

CLAUSES INCORPORATED BY REFERENCE

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
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CLAUSES INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or

extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or

wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--
REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic

corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that--

(1) It [____] is, [____] is not an inverted domestic corporation; and

(2) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS--NOTICE AND REPRESENTATION (JUN
2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means--

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if--
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
- (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--
 - (1) It ☐ is ☐ is not a foreign person; and
 - (2) If the Offeror indicates ``is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.
- (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--
 - (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
 - (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

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

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

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

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

☐ (i) Paragraph (e) applies.

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

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

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

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

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

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

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of

Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

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

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

____ (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 No. Title Date Change

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

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES --

REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS

EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

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

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

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

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

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

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

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense

telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

- (1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
- (2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
- (3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
- (4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252-239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES —REPRESENTATION (DEVIATION 2021-O0003) (APRIL 2021)

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

Section L - Instructions, Conditions & Notices

INSTRUCTIONS FOR SUBMISSION OF OFFERS

L.1 GENERAL

The estimated date of the Task Order award for proposal purposes is approximately 180 days after solicitation closing.

L.1.1 Definitions:

A “subcontractor” includes any person or entity other than the prime contractor (e.g., consultants, temporary purchased labor, or firms) who will furnish or furnishes any effort in connection with this prospective contract award.

A “major subcontractor” is considered to be any entity proposed to perform 30% or more of the total proposed contract value for the purposes of this solicitation.

L.2 INSTRUCTIONS FOR SUBMISSION OF OFFERS

L.2.1 Proposals must be submitted electronically via the SeaPort portal no later than 2:00 PM Eastern Standard Time on the closing date specified on page 1 Block 9 of the Request for Proposals (RFP) via the Auction Services Site. The Government requires a minimum of 180 calendar days acceptance period.

L.2.2 Proposal format: Offerors must comply with the detailed instructions for the format and content of the proposal. Proposals that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the Offeror ineligible for award.

Responses must be in the exact order and numbered per the specific factors identified in Paragraph L.3.2 below. The electronic proposal shall be prepared with:

- No hyperlinks
- All files named with the file extension .doc or .docx or .pdf.
- Supporting cost data may contain spreadsheets in Microsoft Excel software, with all files named with the file extension .xls or .xlsx. Offerors shall submit a Cost Summary Format with functioning formulas used to generate and support the proposed cost data. The Cost Summary Format, and all other submitted spreadsheets supporting proposed cost data shall not contain hidden data (cells, formulas, or tabs), nor broken formulas.
- Additionally, the electronic proposal shall be prepared so that, if it is printed, the proposal meets the following format requirements:
 - 8.5 x 11 inch paper
 - Single-spaced typed lines
 - No graphics or pictures
 - Tables are allowed to enable organization of correlated information. Text font within the tables may be 10-point, 11-point, or 12-point Times New Roman.
 - 1 inch margins
 - 12-point Times New Roman Font in text for other than tables.
- Page limits identified in Section L.3 shall not be exceeded.

L.3 PROPOSAL CONTENT AND ORGANIZATION

The completion and submission to the Government of an offer shall indicate the Offeror's agreement to the terms and conditions in this solicitation. The offer should consist of the following:

Volume	Contents	Electronic/Soft Copies	Page Limits
I.	PROPOSAL DOCUMENTS	<u> </u>	None
II.	FACTOR 1 TECHNICAL	<u>1</u>	<u>35</u>
	Element 1A – Personnel	<u> </u>	<u> </u>
	Element 1B – Management Approach	<u> </u>	<u> </u>
	Element 1C – Corporate Experience	<u> </u>	<u> </u>
	FACTOR 2 QUALITY ASSURANCE	<u>1</u>	None
	FACTOR 3 SUBCONTRACTING COMMITMENT	<u>1</u>	None
III.	FACTOR 4 PAST PERFORMANCE	<u>1</u>	None
	FACTOR 5 TOTAL EVALUATED PRICE	<u>1</u>	None

L.3.1 VOLUME I- PROPOSAL DOCUMENTS

L.3.1.1 COVER LETTER CONTENT REQUIREMENTS:

The Offeror's proposal shall include a transmittal letter on the Offeror's letterhead signed by an executive of the company who possesses authority to contractually bind the Offeror. The letter shall provide the name, title, phone number and e-mail address of the Offeror's principal point of contact for the solicitation and identify those individuals authorized to negotiate with the Government and contractually bind the Offeror. The letter shall include the following information:

- Reference the RFP number and acknowledge that it transmits an offer in response to the requirements as stated in the solicitation,
- . Identify all attachments and enclosures being transmitted as part of the response to the RFP,
- . List all subcontractors identified in the Offeror's proposal
- . A statement that the proposal is made without qualification or exception to any terms and conditions appearing in the solicitation; or if the Offeror takes any exceptions to solicitation, provide a full explanation. Each exception shall be referenced to the applicable paragraph or contract line item number. Any exceptions made, and not clearly delineated here will not be considered or accepted. Any material exceptions to the RFP may render the proposal unacceptable and ineligible for award.
- . A statement that the proposal is valid for at least 180 calendar days after the date established for receipt of offers.
- . Provide the following information pertaining to the Offeror: Commercial and Government Entity (CAGE) number
- . Data Universal Numbering System (DUNs) Number
- . Taxpayer Identification Number (TIN)
- . Address(es) of the location(s) at which the Offeror intends to perform the proposed effort
- . Name, address and telephone number of the cognizant Defense Contract Audit Agency (DCAA), audit office
- . Name, address and telephone number of the cognizant Defense Contract Management Agency (DCMA) office
- . The Offeror shall either (i) reference the most recent date that the Offeror's cognizant Defense Contract Audit Agency has determined the acceptability of the Offeror's accounting system and include a copy of the determination as an attachment to the cover letter, or (ii) reference the most recent date that the Offeror's cognizant Administrative Contracting Officer (ACO) has determined the adequacy of the Offeror's accounting system and include a copy of the ACO's determination letter as an attachment to the cover letter.
- . The Offeror shall reference the dates of the most recent approvals of the Offeror's cost accounting disclosure statement and the Offeror's purchasing system and include copies of the approvals as attachments to the cover letter.
- . The Offeror shall reference the most recent date on which the Offeror's cognizant Defense Contract Management Agency has determined the adequacy of the Offeror's property management system and attach a copy of the determination to the cover letter.
- . If no Organizational Conflict of Interest exists, then the Offeror shall clearly state this in its cover letter
- . Identify any beneficial interests to include: The names of the subcontractors included in its proposal in which the Offeror or Offeror's owners/management share a beneficial

interest. If a beneficial financial, management, or controlling interest exists between the prime Offeror or subcontractor, the prime Offeror must explicitly state the manner of the shared interest and state how it will assure that transactions between the related parties will remain at arms-length. Provide the names of the other

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- Offerors who submitted proposals to the solicitation from whom the prime Offeror shares a beneficial interest. The prime Offeror shall include a statement in its proposal if there are no beneficial interests. Note: A beneficial interest is defined as the prime Offeror, owners/management of prime Offeror, or family members of owners/management having a beneficial financial, management, or controlling interest in another contractor either directly, or indirectly.
- The names, titles, phone numbers and email addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.
- If the proposal contains a "contractor team arrangement" as defined in FAR 9.601, provide information that describes the contractor team arrangement to include any information that will help the Government understand the contractor team arrangement's purpose and benefit.
- In the event that the Offeror is party to a joint venture agreement, the Offeror shall include: A description of how the agreement is structured, which companies are included, which firm's accounting system will be used, and what responsibilities are to be performed by administrative staff of each company. Offerors may submit a copy of the consulting agreement, subcontract, teaming agreement or joint venture agreement. These copies are excluded from the page limit. Proposals submitted by a Joint Venture must be in conformance with the Section C.10 of the Seaport MAC contract.

L.3.1.2 SOLICITATION FILL-INS

Section B, with proposed CLIN amounts, shall be filled in by the Offeror in the appropriate SeaPort portal fields. If the Offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in the transmittal letter to the proposal. Offerors must fill in all areas of the RFP that contain offeror fill-ins. In accordance with 52.252-1 Solicitation Provisions Incorporated by Reference, in lieu of submitting the full text, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer or they may elect to submit a completed RFP document in its entirety.

L.3.2 PROPOSAL

The proposal shall be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed, and complete as to clearly and fully demonstrate that the prospective Contractor has a thorough understanding of the requirements contained in Section C of this solicitation.

Statements such as "the Offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate.

The non-cost Factors shall not contain any reference to cost; however, information concerning labor allocations and categories, travel, materials, equipment and any information of interest to technical reviewers, as applicable, shall be contained in the non-cost Factors in sufficient detail so that the Offeror's understanding of the scope of the work and ability to meet requirements may be adequately evaluated. The proposal shall be page numbered, contain a table of contents, be organized in the order specified for factors below, and shall address in detail the information identified below.

L. 3.3 VOLUME II - EVALUATION FACTORS

FACTOR 1– TECHNICAL

ELEMENT 1A - Personnel

ELEMENT 1B - Management Approach

ELEMENT 1C - Corporate Experience

FACTOR 2– QUALITY ASSURANCE

FACTOR 3- SUBCONTRACTING COMMITMENT

FACTOR 4— PAST PERFORMANCE

L.3.3.2 – VOLUME II - FACTOR 1 – TECHNICAL

L.3.3.2.1 **ELEMENT 1A** – PERSONNEL

The Offeror shall include a resume for each "Key Personnel" labor category in the quantity specified in Section C.

Resumes shall contain the following:

- (1) Labor Category
- (2) Name
- (3) Level of Personnel Current Security Clearance
- (4) Current Employer
- (5) Education/Experience (list any diplomas and/or degrees, institution, year obtained)

(6) Work Experience

Directly Related or similar work experience (list each relevant job title, the inclusive dates of employment (month/year), the employer, and a brief synopsis for each job listed on how this experience is directly related to the statement of work.

Resume Length: Maximum - 2 pages

A signed “letter of intent” shall be submitted for all proposed key personnel who are not currently employed by the Offeror or a proposed subcontractor. Only contingency hires with “letters of intent” will be considered in the evaluation. For follow-on efforts where the Offeror is not the current Task Order holder, a proposed plan to hire the current Task Order holder personnel is not acceptable without “letters of intent”. Letters of intent are excluded from the page limitation for the proposal.

Resumes for subcontractors proposed as key personnel shall be included in this section, with the present company affiliation clearly identified. All of the requirements of this section shall apply to the use of subcontractor personnel, as well as the Prime Contractor’s personnel.

Key Personnel – The qualifications and resume quantity requirements for the KEY LABOR CATEGORIES are specified in Section C. Target and/or Minimum qualifications for KEY LABOR CATEGORIES may also be specified.

Non-Key Personnel – Minimum qualifications for NON-KEY LABOR CATEGORIES (if applicable) may also be specified in Section C. The proposed non-key personnel shall meet the prescribed minimum requirements for each category. Resumes are not required for non-key personnel. However, as part of their Technical Proposal, the Offeror shall provide an affirmative statement within the Personnel element that all proposed non-key personnel meet the minimum education and experience requirements specified for each non-key labor category.

L.3.3.2.2 ELEMENT 1B – MANAGEMENT APPROACH

Under this element the Offeror shall provide information on the following areas:

a. Resources.

The Offeror shall provide information on its staffing resources for the tasks described in Section C, Statement of Work. The Offeror shall address its ability to respond to workload fluctuations, and to perform overlapping and separate tasks in a timely manner. The Offeror shall also discuss its plan to engage in full performance of the Task Order once the firm receives notice of award.

b. Organizational Structure, Responsibilities, and Relationships.

The Offeror shall describe the proposed organizational responsibilities and reporting structure. The information provided shall include the Offeror’s plans for: facilitation of the statement of work tasks and execution and monitoring of performance; effective communication with the Contracting Officer and COR; meeting reporting requirements of the solicitation; and cost and schedule control.

c. Subcontract Management.

The Offeror shall discuss the use of proposed subcontractors and the extent of the subcontractor’s involvement in the performance of the Task Order. The Offeror shall identify the proposed subcontractor(s), and provide a description of the services it intends to subcontract, the type of subcontract, and its basis for selecting the Subcontractor. For teaming and subcontractor arrangements, the Offeror shall clearly describe the responsibility of each party and explain how and to what extent Task Order requirements, data and schedules will be passed down to Subcontractors. **Subcontractors proposed under this element must be fully priced in the Price Volume to be considered in the evaluation. Subcontractors should be accounted for consistently throughout the proposal.**

L.3.3.2.3 ELEMENT 1C - CORPORATE EXPERIENCE

Offerors shall submit a narrative demonstrating their relevant corporate experience in performing work that is the same or similar to the requirements in the Statement of Work. Offerors shall demonstrate performance of work of the same or similar magnitude, complexity, and time of performance relative to the services to be furnished under the present solicitation.

Offerors should provide the following information:

1. Contract Number
2. Customer/Agency
3. Contracting Officer and Technical Point of Contact (names and telephone numbers)
4. Brief description of the scope of work
5. Contract type
6. Award Price
7. Total Labor-Hours of Effort
8. Period of Performance

9. Contract Deliverables

L.3.3.3 FACTOR 2 – QUALITY ASSURANCE

The Prime Contractor shall provide its Quality Management System (QMS) Level 1 Procedures meeting the requirements of ASQ/ANSI/ISO 9001:2015

L.3.3.4 FACTOR 3 – SUBCONTRACTING COMMITMENT

Offerors shall provide information on the extent of participation of small businesses it intends to use in the performance of the Task Order. This shall include information on the identity of the proposed small business subcontractor, the amount, type and complexity of work to be subcontracted, and the nature of the commitment. Offerors are encouraged to review the DoD Prime Subcontracting Goals available at the Small Business Administration Website: <https://www.sba.gov/document/support--agency-contracting-goals> when completing their offer. Although the information to be provided under this Factor is different than the information required under Clause 52.219-9 “Small Business Subcontracting Plan,” it should be in consonance with any subcontracting plan, if required, and with the information presented in its technical and cost proposal.

*NOTE: Even an Offeror who is a small business and who is not required to submit a subcontracting plan must address this factor.

L.3.3.5 FACTOR 4 – PAST PERFORMANCE

The Government will evaluate the Past Performance of the Prime Offeror and subcontractors proposed to perform a major portion of the requirement. The past performance evaluation factor assesses the degree of confidence the Government has in an Offeror’s ability to supply products and services that meet users’ needs, based on a demonstrated record of performance.

For evaluation of Past Performance the Government may use information from any sources available to it including, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases. The Government may review other relevant past performance information from other sources or conduct questionnaires tailored to the circumstances of the acquisition. Offerors should provide relevant past performance information for similar or related work under contracts completed during the last three years. Each Offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Government's requirement that it would like the Government to consider. Such information may be in the nature of additional information to that which the Government has readily available, or which is already included in PPIRS or other databases, or which the Offeror considers essential to the Government's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Government reserves the right to verify statements and representations made in an Offeror's proposal. The Offeror may include Federal, State and Local Government and private sector contracts.

Offerors should provide the following information:

1. Contract Number
2. Customer/Agency
3. Contracting Officer and Technical Point of Contact (names and telephone numbers)
4. Brief description of the scope of work
5. Contract type
6. Award Price
7. Total Labor-Hours of Effort
8. Period of Performance
9. Contract Deliverables

To obtain information, the Government may contact the points of contact listed by Offerors, however, the Government is not required to contact the points of contact provided by Offerors and may limit the number of references it decides to contact. The Government is also free to contact references other than those provided by the Offeror to evaluate past performance of Offerors.

VOLUME III

3.3.6 FACTOR 5 - TOTAL EVALUATED PRICE

The Government will evaluate offers for award purposes by adding the Total Evaluated Price (TEP) for all CLINs (Basic and Options, if applicable). Evaluation of options will not obligate the Government to exercise the options. To assist the Government in determining cost reasonableness/realism for

this effort, the Offeror shall provide sufficient detailed cost information with the proposal to make this determination. OFFERORS AND THEIR SUBCONTRACTORS ARE REQUIRED TO USE THE ATTACHED COST SUMMARY FORMAT (Attachment 1 to the RFP). The Cost Summary Format shall include all formulas used in the calculations of proposed cost data (e.g., direct labor rates, direct labor hours, direct labor costs, indirect costs, subcontractor costs, other direct costs, subcontractor costs, fee, etc.). ANY COST SUBMISSIONS OF THE PRIME OR THEIR SUBCONTRACTORS NOT UTILIZING THE COST SUMMARY FORMAT MAY BE DEEMED NON-RESPONSIVE.

The Offeror and each Subcontractor are required to provide Supporting Cost information clearly labeled "COST INFORMATION - COMPANY NAME" to facilitate easy identification and transmittal to DCAA personnel.

To substantiate proposed hourly labor rates, Offerors and their Subcontractors shall complete a Labor Rate Substantiation Table (see template as Attachment 2 to the RFP) and provide relevant substantiating documentation (example: screenshots of payroll info, contingency hire letters, salary survey data, etc) as is applicable. If the Offeror proposes any rates that are discounted from the supporting documentation submitted, Offeror's shall provide information on how the discounted rates were determined to be fair and reasonable. If a proposal includes proposed labor rates based on salary survey data, the proposal must explicitly identify the salary or hourly rate shown on the survey which is being used to support the proposed hourly labor rate.

Regarding proposed indirect rates, if a Forward Pricing Rate Agreement (FPRA) or a recent audit report exists (for the Prime or proposed Subcontractors), copies should be submitted by the Offeror and their Subcontractors. Absent such agreements/reports, the Offeror and their Subcontractors shall state the basis of their proposed indirect rates. Substantiating documentation may be subsequently requested by the Government. The above information may be used by the Government for purposes of a cost realism analysis. If the Offeror's latest budgeted rates (i.e., provisional billing rates) are not used in the proposal, Offeror's shall provide an explanation.

In preparing the cost proposal, it is essential that the Offeror breakout and identify separately for each year of the Task Order, the types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

Direct Labor Costs:

(1) Information including the name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories identified in Section C. If the Offeror proposes unnamed (e.g., TBD or TBA) employees under any labor category, the basis and rationale to support the proposed labor rate shall be provided with supporting documentation. Offerors are to propose on the labor categories and hour estimates provided as the Level of Effort. Offerors who propose other than what is specified in the solicitation may be considered nonresponsive. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror should clearly identify the basis of the composite (employees, labor categories, hourly labor rates, and method used to derive the composite rate). When composite rates are used, the formulas used to calculate the composite rates shall be included in the proposal's electronic spreadsheet. A proposal shall also provide an electronic audit trail (formulas) showing how an offeror's current hourly labor rates are escalated to reflect the proposed hourly labor rates for the prospective award's base year.

(2) If an Offeror's proposed labor category differs in name from those listed in Section B, a chart should be included which identifies how these categories correspond to the ones listed in the solicitation.

(3) To substantiate proposed labor rates, the Offeror and their subcontractors shall provide a screen-capture (or equivalent) from the employee's payroll system for each name in the Offeror's personnel. If there is no payroll data available for one or more of the individuals proposed, the Offerors shall 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. Any additional supporting documentation may be provided at the Offeror's discretion. The proposed rates provided in this attachment must be the exact rates utilized in the pricing Section B, proposed in the cost analysis narrative, and provided in the Cost Summary Format. If any individual's proposed rate is different than the actual incurred rate provided on the screen-capture, the Offeror shall explain the reason for the difference in the narrative.

(4) **Escalation.** For the purposes of cost evaluation, Offerors shall identify the proposed escalation rate and provide documentation to sufficiently support the rationale for the proposed rates for all labor categories. The documentation shall support the basis, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) fiscal years (supported by accounting records which show how the contractor calculated its historical escalation) for the business unit being proposed to perform the tasking.

Offerors shall address whether escalation has been applied to base year rates and why the proposed approach to base year escalation is realistic. If the Offeror's proposed escalation rates based on its historical experience and rationale provided is not considered sufficient, U.S. Bureau of Labor Statistics' (BLS) escalation rates based on private industry workers across all occupational groups will be used for the purpose of calculating the projected cost to the Government. BLS is the principal fact-finding agency for the U.S. Government in the broad field of labor economics and statistics, and serves as the principal agency of the U.S. Federal Statistical System. BLS's data is frequently used by the government as a forecasting tool in determining direct labor escalation.

(5) Offerors are reminded that personnel proposed for the labor categories must match and be accounted for under the Cost Factor.

(6) **Uncompensated Overtime (UT):** FAR 52.237-10 in Section I of this solicitation defines Uncompensated Time (UT) as any hours worked in excess of 40 hours per week without additional compensation and requires that if uncompensated time is included in the offer or any of the supporting cost data,

the uncompensated time shall be clearly identified with an explanation as to why it is needed. Some firms manage UT through the process of Total Time Accounting (TTA). The effect of UT/TTA is that the total hours worked are charged to the contract/order at a rate less than the individual's regular hourly rate based on a 40-hour workweek. If any Offeror or major subcontractor proposing on a cost-reimbursement basis proposes uncompensated overtime or direct labor rates decremented for the impact of uncompensated overtime, it must substantiate the cost reductions associated with its proposed use of uncompensated effort.

In accordance with FAR 52.237-10 and the need to adequately evaluate all offers, Offerors proposal package shall include a section entitled "Uncompensated Overtime". This section shall include:

- (a) A factual statement which states either: "The contractor's proposal includes labor hours associated with employees who work uncompensated overtime", or "The contractor's proposal does not include labor hours associated with employees who work uncompensated overtime."
- (b) Identification of the proposed employees names/labor categories who perform FLSA exempt effort (uncompensated overtime), with supporting payroll/human resources records substantiating that those employees/labor categories are FLSA exempt.
- (c) A copy of the company's written policy on the use of uncompensated overtime which should explain (i) how uncompensated overtime hours are accounted for in its accounting system, (ii) whether the contractor adjusts the hourly rates of FLSA exempt employees for uncompensated overtime, (iii) how labor rates of FLSA exempt employees are adjusted for uncompensated overtime (e.g., total salary divided by total hours worked equals the adjusted hourly rate), and (iv) other information deemed relevant by the company.

If a company does not have employees who work uncompensated overtime, this section should be identified as "Not Applicable - because (sub)contractor employees do not work uncompensated overtime"

- (d) An explanation on why the company is not proposing adjusted labor rates for uncompensated overtime (e.g., "Proposed labor rates have not adjusted for uncompensated overtime because exempt employees are not proposed in this solicitation"). This section is only required if a company's practice is for its exempt employees to work uncompensated overtime, and the company is not proposing adjusted hourly rates for uncompensated overtime under this solicitation.

- (e) Formulas in electronic media showing how the company calculated the proposed adjusted hourly rates. These formulas shall be supported by historical accounting records (which shall be included in the proposal package) demonstrating that the proposed adjusted hourly rates are realistic. Such historical data may be supported by a company's historical average annual level of uncompensated overtime hours from preceding years. The formulas provided shall identify the FLSA exempt employees' salaries, and the adjustments made for purposes of calculating adjusted hourly rates. The adjustments should also consider the impact of annual escalation. In addition, the adjusted hourly rates should also support the company's proposed Contract Year 1 hourly rates. (This information is only needed when a company is proposing uncompensated overtime)

- (f) This data must be verifiable either with DCAA or through the analysis of supplemental statistical data that the company includes in the cost proposal.

Indirect Rates: All indirect rates shall be identified, and the method by which they are applied should be specified. Offerors should list proposed indirect rates, and the Offeror's basis of estimate for its proposed indirect rates. The proposal package shall identify indirect cost/rate data for the past three years; including any DCAA/DCMA Forward Pricing Rate Agreements/Recommendations, DCAA approved Provisional Billing Rates, historical indirect rates, and billing indirect rates (not reviewed by DCAA). Offerors are encouraged to include documentation supporting the historical indirect rates identified in their proposal packages. If proposed rates reflect negotiated or recommended forward pricing rates, a copy of the current Forward Pricing Rate Agreement/Recommendation Letter shall be provided. The indirect data for the past three years shall identify the Offerors costs by cost element that comprise the overhead, general and administrative, fringe, material handling, and other proposed indirect expense pools. Offerors shall also list all the cost elements that comprise the allocation bases for the aforementioned indirect cost pools. An Offeror shall propose Overhead rates based upon the Overhead Pool site locations identified for each labor category in the Level of Effort table in Section C. If an Offeror proposes to apply a single rate based on one Overhead Pool site location to an entire labor category, and that Overhead Pool site location is different than the Overhead Pool site location listed for that labor category, the Offeror shall be required to invoice the Overhead rate for the Overhead Pool site location that it proposed during performance. The Offeror's proposed Overhead Pool site location specific to that labor category shall be incorporated into the resultant contract award. The Offeror shall invoice at the proposed Overhead Pool site location for that entire labor category. For instance, when an Offeror proposes the application of only a Government-site Overhead rate to the Engineer V labor category that is anticipated to perform at both the contractor's site and shipboard, but is listed as a contractor-site labor category in the contract, the Offeror is required to bill the overhead rate applied to the Engineer V labor category using its Government-site location Overhead rate. Additional substantiating documentation may be subsequently requested by the Government to assist with cost realism analysis. For level of effort requirements, if the solicitation specifies labor hours to be performed both on-site government facilities and off-site (at contractor's facilities), Offerors shall propose and apply the appropriate overhead indirect rate for each site. Offerors shall

provide an explanation if only one overhead rate is applied to both locations.

When proposing either an alternate site indirect rate (i.e. Government-site instead of contractor-site) or an indirect rate cap, Offerors shall propose that rate be applied against the labor category and not to individual employees within that labor category.

Facilities Capital Cost of Money: Facilities Capital Cost of Money (FCCOM) will only be an allowable cost if proposed; see FAR 15.408(h) and 15.408(i). If this cost element is proposed, the Offeror shall provide information pertaining to the derivation of the cost (i.e. COM/FCCOM factors and application bases). Fee is not authorized on FCCOM.

Fee: Identify the: (i) fee rate (when the award is to be cost-type completion), (ii) the fee per hour (when the award is to be cost-type level of effort), or (iii) profit rate (when the award is to be fixed priced). Identify the total proposed fee or profit and identify all the cost elements to which the fee or profit is being applied.

Pass Through: When analyzing pass through costs, the Government will consider prime Offeror fee on Subcontractor cost as an element of pass through, however, prime Offeror fee on Subcontractor cost is a fee element rather than a cost element. Prime Offeror fee on Subcontractor cost should be included in the fee column (rather than the cost column) of Section B. For purposes of calculating the pass-through rate, 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: Any and all prime contractor indirect costs burdened on subcontractor costs including, but not limited to, program management, subcontract management, invoice processing, Quality Assurance, overhead, material handling charges, G&A, burdens and mark-ups; and

- 1) Any and all prime contractor profit or fee associated with subcontract costs*

*For purposes of this task order, “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. The Prime Contractor may not apply any additional fees or burdens on the elements of pass through. Other than the elements of pass-through, no additional costs, charges, indirect rates or fees may be proposed or applied to subcontract costs. A pass through rate not exceeding 8% may be proposed. The pass through rate will be incorporated at time of award as a limitation.

Support Costs: These costs represent material, travel and incidental subcontracting costs. For proposal purposes, the estimated base amounts for support costs have been pre-established and specified in Section B. Offerors are required to clearly identify as part of their proposal any indirect markup rates (i.e. G&A and material handling) which will be applicable to base support costs. The proposed amount for CLINs identified as Support Cost CLINs in Section B, shall include the estimated base amount and the Offeror's proposed markup costs, which will be used for evaluation purposes. Any service center costs (publishing, reproduction, CAD, etc.) to be billed directly on this contract should also be clearly identified. Any service center costs not proposed in addition to the NTE amount will be unallowable. It is intended to reimburse proposed support costs on the basis of actual reasonable and allowable costs. If an Offeror fails to identify, as part of its proposal, an indirect cost rate(s) including any service center costs, that would otherwise be applicable to one of the support cost items, it shall not be allowed to invoice for the indirect rate(s) after award since the evaluation of its offer did not include that rate(s). At the time of Task Order award, the Task Order will reflect the stated support cost estimate plus any applicable proposed markup costs, which were considered in the evaluation of the offer.

Subcontracting Costs/Consultants:

Cost proposals are required for all proposed subcontractors regardless of business size or contract type. All subcontracting costs shall be supported. The proposal shall include subcontract cost data in the same level of detail as provided for the Offeror unless the subcontract effort is considered commercial. Offerors may submit a copy of each consulting agreement, temporary labor agreement, subcontract, teaming agreement or joint venture agreement. These copies are excluded from the page limit.

The prime contractor is required to provide their analysis on the Subcontractor's pricing and the determination that the proposed costs are fair and reasonable per FAR 404-3(b). Each Subcontractor shall be addressed separately, the planned subcontract type for each Subcontractor/consultant shall be identified and detailed cost information shall be provided in the same cost summary format as required for the prime Contractor. Note that for any proposed subcontract that exceeds the certified cost and pricing threshold, the prime contractor is also required to obtain and analyze the certified cost and pricing data before awarding the subcontract in accordance with FAR 15.404-3(c) unless an exception applies. This analysis shall also be submitted with the proposal.

The Offeror is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, (i.e., two or more responsible Offerors, competing independently, submit priced offers that are satisfactory based on the Government's expressed requirement in accordance with FAR 15.403-1(c)(1)(i)).

The subcontractor cost proposal shall identify:

- The proposed subcontract type (e.g., cost-type, fixed-price, etc.) and the rationale for how the Offeror determined the subcontract type to be most appropriate.
- Attention is directed to FAR 16.207, Firm-Fixed-Price, Level-of-Effort Term Contracts, and FAR 16.602, Labor-Hour Contracts; Offerors are requested to properly differentiate these contract/subcontract types. In the case of Firm-Fixed-Price, Level of Effort (FFP LOE) subcontracts, Offerors shall 1) discuss how the subcontracted effort will be used for investigation, or for study in a specific research and development area, and (2) Include details on the basis of the proposed fixed dollar amount; which would include identifying the required level of effort and the proposed hourly labor rates in advance in accordance with FAR 16.207-3. If adequate documentation demonstrating the suitability of a Firm-Fixed-Price, Level of Effort subcontract type is not provided, the Government shall not consider the contemplated prime contract and subcontracts to be Firm Fixed Price Level of Effort.
- In the case of Firm-Fixed-Price (FFP) subcontracts, Offerors shall not propose Prime Contractor fee for Subcontractor labor. FFP type subcontracts are established when tasks are well-defined, and provides for a price that is not subject to any adjustment based on the basis of the subcontractor's cost experience in performing the subcontract (i.e. the subcontractor would submit one invoice to the Prime Contractor upon completion of the job that reflects subcontract award price regardless of the labor hours performed).
- If the proposed subcontract type is cost reimbursement, time and materials, or labor hour, provide a copy of the most recent DCAA audit report, or the most recent DCM letter identifying its accounting system as adequate.
- Under Labor Hour type subcontracts where the subcontractor does not have an approved accounting system, evidence of an adequate subcontractor timekeeping system will be considered sufficient. This evidence can be provided in the form of an audit report provided by an independent CPA firm.
- When subcontracting on a labor hour subcontract type basis to contractors who do not have an adequate accounting or timekeeping system, if the hours are recorded in the prime's cost accounting system (which has been determined to be adequate) and the prime will provide oversight on the subcontractor's labor hours, then this would be an acceptable alternative for the subcontractor to meet the requirement of having an adequate accounting system to hold a labor hour contract. An Offeror must state its intention to record the subcontractor's labor hours in its accounting system, as well as a written statement discussing its oversight process to ensure the subcontractor's labor hours recorded in the prime contractor's accounting system have been incurred, and the subcontractor's billed amounts/costs associated with the incurred labor hours are accurate and allocated to the appropriate contract/cost objective in the prime contractor's accounting records.
- In accordance with FAR.404-3(b) the Offeror is required to conduct appropriate cost or price analyses to establish the reasonableness of proposed subcontractor prices. Additionally, as required in FAR 15.404-3(c) the prime Offeror shall obtain and analyze subcontracts that exceed the certified cost and pricing data threshold, and shall submit, or cause to be submitted by subcontractor(s), certified cost and pricing data to the Government for subcontracts that are the lower of either (i) \$13.5 million or more; or (ii) both more than the pertinent certified cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price.
- Any cost ceiling limitations established in the agreement or subcontract shall be identified.
- The Subcontractor(s) shall submit their proposal(s) in Microsoft Excel format with all formulas and calculations visible.
- All information must be completed by the closing time and NO ADDITIONAL entries will be allowed. It is critical to note that the subcontractor's data is part of the Offeror's complete proposal, and as such, the Offeror will be held responsible for its timely delivery. The Offeror's entire proposal will be considered late if subcontract data is not received by the stated deadline.
- Provide the DCMA and DCAA branch office for each prospective subcontractor company, along with the name, phone number and email address of a DCMA and DCAA point of contact that is familiar with their company.
- In the case of a joint venture agreement, the Offeror shall include: A description of how the agreement is structured, which companies are included, which firm's accounting system will be used, and what responsibilities are to be performed by administrative staff of each company.

Commercial Subcontracts

Subcontractor effort considered commercial shall be supported by records that establish the proposed services as commercial and that the proposed price is reasonable. At a minimum, subcontractor proposals considered to be providing commercial services shall identify the proposed prices, include documentation showing prices paid for the same or similar commercial services under comparable terms and conditions by both Government and commercial customers.

Submission of Subcontracting Information

As subcontractor pricing information may be considered proprietary data, the data may be submitted under separate correspondence. The proposed subcontractor proposal amounts shall equal the subcontract costs identified in the Offeror's proposal. Detailed cost information may be provided separately to the Government if the subcontractor will not provide this data to the Prime Contractor. Subcontractors shall submit their detailed cost information directly to the Government by uploading it directly to the SeaPort Auction Services Site prior to the solicitation closing date and time. Offeror's shall submit an excel spreadsheet that summarizes the hours allocated by labor category and site (Government or Contractor-Site) for each subcontractor. For level of effort requirements, the total hours proposed by the Offeror (to include use of subcontractors) shall total to the hours by labor category by site as specified in the solicitation.

Accounting System: In order to obtain a cost-reimbursement type contract, the awardee(s) accounting system must be considered adequate in accordance with the criteria contained in FAR 53.209-1(f). Accordingly, an Offeror's cost proposal must provide information regarding their accounting system and whether it has been deemed acceptable by DCMA or DCAA, or if their accounting system is currently being reviewed by DCAA and will be deemed adequate prior to award. Please provide the DCMA/DCAA POC, email and phone number.

OFFERORS AND EACH SUBCONTRACTOR ARE REQUIRED TO PROVIDE THE DCAA BRANCH OFFICE FOR THEIR COMPANY, WITH THE NAME, PHONE NUMBER, AND EMAIL ADDRESS OF A COGNIZANT DCAA POINT OF CONTACT WHO IS FAMILIAR WITH THEIR

COMPANY. THE CONTRACTOR IS REQUIRED TO PROVIDE AN EXPLANATION IF KNOWN DISCREPANCIES EXIST BETWEEN THE CONTRACTOR'S PROPOSED COSTS AND DCAA RECOMMENDATIONS.

CLAUSES INCORPORATED BY REFERENCE

52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.237-1	Site Visit	APR 1984
52.327-10		
	Identification of Uncompensated Overtime	MAR 2015
252.215-7008	Only One Offer	JUL 2019
252.215-7010 Dev)	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Deviation 2020-00020)	AUG 2020
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.227-7017		JAN 2011
	Identification and Assertion of Use, Release, or Disclosure Restrictions	

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression that 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 as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all 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, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) 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.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) 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

(2) 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.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Kimberly DiBartolomeo @ kimberly.dibartolome@navy.mil

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

252.215-7012 REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the cost portion of the proposal via the following electronic media: electronic spreadsheet format

(End of provision)

252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-00005) (FEB 2020)

(a) Definitions. As used in this provision -

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

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

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

Person means -

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

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

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

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

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

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

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

(End of provision)

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

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

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

(1) The support contractor not disclose any information;

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

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

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

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

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

(End of provision)

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

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror, if the awardee of the contract under this solicitation, would provide support to NSWCPD CODE 333 in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) text which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar text in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists or there is potential for an OCI and not rely solely on the presence of an OCI text

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

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

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the

right to determine which offerors remain in the competitive range through the normal source selection process.

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

(End of provision)

L-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 conform 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 items to the Government.

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

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

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

(End of provision)

L-215-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 deadline for receipt of questions is 10 business days after release of solicitation. Although every effort will be made, the Government makes no guarantee that questions received after the date above will be answered.

(c) All questions shall be submitted via the SeaPort portal to the point of contact listed for this solicitation. Responses will be posted to the SeaPort

portal.

(End of provision)

L-216-H001 TASK ORDER GENERAL INFORMATION (NAVSEA) (MAR 2019)

- (a) This requirement is currently being satisfied by TBD under Seaport Task Order TBD.
- (b) Work performed under this task order will support Code 336, which is the NAVSEA In-Service Engineering Agent (ISEA) for: Damage Control Equipment and Systems, Fire Protection Systems and Equipment, and Damage and Fire Recoverability.
- (c) The Government requirement is **67,339** total man hours (surge included) for this effort across 5 years if all options are exercised.
- (d) This is being solicited as ☐ unrestricted ☐ small business set-aside ☐ 8(a) set-aside. If unrestricted, there is a subcontracting requirement of ___% and does not preclude participation by small businesses as the prime contractor.
- (e) There ☐ will be ☐ 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 10 business 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 180 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.

(End of provision)

L-219-H001 SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JAN 2021)

Offeror shall submit as part of its proposal a subcontracting plan in accordance with the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9). The plan shall include a 21.95% goal for small business concerns or a detailed explanation as to why the goal cannot be included in the plan.

(End of provision)

Section M - Evaluation Factors

EVALUATION FACTORS FOR AWARD

It is the intention of the Navy to award a Cost-Plus-Fixed-Fee level of effort Task Order that includes a seventy two (72) month period of performance inclusive of Options. This solicitation addresses a requirement for services in support of NSWCPD in accordance with FAR 16.505. Attention is directed to C.8 Task Order Process of the basic contract, Evaluation, which provides that the award will be made to that Offeror whose proposal is most advantageous to the Government under the selection criteria set forth in this task order. The Government will utilize the Tradeoff Source Selection Process. This process allows for a tradeoff between non-cost factors and price, and allows the Government to accept other than the lowest priced proposal or other than the highest technically rated proposal to achieve a best value Task Order award.

The Government intends to evaluate proposals and award a Task Order based on initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost and technical standpoint. However, the Government reserves the right to enter into discussions with Offerors as it is determined by the Contracting Officer to be in the Government's best interest.

VOLUME II- FACTOR 1 – TECHNICAL

The Government will evaluate each Offeror's technical capability to perform the requirements in the solicitation, considering the Offeror's Personnel, Management Approach, Corporate Experience, and Subcontracting Commitment as specified in Section L.

Element 1A: Personnel.

Key Personnel will be evaluated in terms of experience, education and training as stated in the target and/or minimum qualifications in the labor categories listed in Section C. The Government will evaluate the resumes submitted by each Offeror by comparing the education and experience of proposed personnel against the qualifications indicated. Targets are not considered absolute requirements; however, minimums are, and must be met.

Element 1B: Management Approach.

The Government will evaluate the effectiveness of each Offeror's management approach to perform the requirements in the solicitation. Offerors who demonstrate mature and effective management processes may receive a higher rating.

a. Resources.

Offerors will be evaluated on staffing resources, the ability to respond to workload fluctuations and overlapping tasks in a timely manner, and the ability to engage in full performance of the Task Order once the firm receives notice of award.

b. Organizational Structure, Responsibilities, and Relationships.

The firm's organizational structure and management processes will be evaluated with respect to their effectiveness in facilitation of the statement of work tasks, executing and monitoring of performance, promoting open and effective communication with the Contracting Officer and COR, meeting reporting requirements of the solicitation, and demonstrating cost and schedule control.

c. Subcontractor Management.

Offerors will be evaluated on whether there is a sound basis for subcontracting the work, selecting and determining the

involvement of their proposed Subcontractor(s), and whether their Management Plan demonstrates a clear process in the management and use of Subcontractors in accomplishing the required tasks. Offerors are advised that technical proposals may be evaluated without consideration of any proposed Subcontractor which is deemed to have an organizational conflict of interest.

Element 1C: Corporate Experience:

Proposals will be evaluated based upon a comparison of the Offeror's demonstrated experience to the work to be performed in the Statement of Work. Consideration will be given to the magnitude, complexity, and time of performance of the demonstrated experience relative to the services to be furnished under the present solicitation.

Combined Technical/Risk Ratings - Factor 1: A-C (Technical)	
Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

FACTOR 2 – QUALITY ASSURANCE

The Offeror's QMS Level 1 Procedures relevant to the requirements of the solicitation, including the SOW will be evaluated based on whether its content meets the requirements of ASQ/ANSI/ISO 9001:2015.

FACTOR 3 – SUBCONTRACTING COMMITMENT

Offerors will be evaluated on the extent small businesses are identified in the performance of the Task Order, and the nature of the Offeror's commitment to use such firms. Enforceable and existing commitments will be given more weight than planned or proposed commitments. Offerors will be evaluated on their proposed subcontracting commitment in comparison to DOD Small Business Prime Contracting Goals. Offerors will be evaluated on the realism of the proposed subcontracting commitment when compared to the information in its cost and technical proposal and its subcontracting plan, if required. If there are no valid subcontractor opportunities present, provide a detailed narrative describing why and what efforts were taken to attempt to discover any small business entities that could perform.

Factor2 and 3 (Quality Assurance and Subcontracting Commitment)	
Rating	Description
Acceptable	Proposal demonstrates an adequate approach and understanding of small business objectives.
Unacceptable	Proposal does not demonstrate an adequate approach and understanding of small business objectives..

FACTOR 4 – PAST PERFORMANCE

Past performance information will be used to evaluate a Contractor's actions for similar or directly related work.

There are three aspects to the past performance evaluation: recency, relevancy (including context of data), and quality (including general trends in Contractor performance and source of information). The first is to evaluate the recency of the Offeror's past performance. Recency is considered work performed within the past three years. The second is to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. 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. With respect to relevancy, past performance of greater relevancy will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance. 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)). These are combined to establish one performance confidence assessment rating for each Offeror. 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.

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

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

No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
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VOLUME III- FACTOR 5- TOTAL EVALUATED PRICE (TEP)

The evaluation will be based on an analysis of the realism and completeness of the cost data, and the traceability of the cost to the Offeror's technical proposal. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government determination of the most probable cost to be incurred in the performance of this Task Order. If proposed costs are considered to be unrealistic, including unrealistic labor and indirect rates, the Offeror's proposed costs may be adjusted upward to reflect more realistic costs. Based on the analysis performed, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. Only upward adjustments will be made to proposed costs.

Cost to the Government is an Offeror's evaluated cost (including proposed fee) for the entire period of performance. This evaluated cost will be used in making an award recommendation. Therefore, any inconsistency, whether real or apparent, between the technical proposal and cost should be explained in the supporting cost data volume. The burden of proof for cost credibility rests with the Offeror. Offerors are cautioned that to the extent proposed costs appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror. Therefore, in addition to generating a probable cost for each cost reimbursement CLIN based on the Offeror's proposed approach (i.e., the CLIN's evaluated cost), this cost realism analysis may identify areas of cost realism risk where no substantiating cost realism data supports the proposed costs such as proposals that include unrealistically low labor rates or that do not otherwise demonstrate cost realism.

The Government will evaluate offers for award purposes by adding the total evaluated price for the total period of performance including options, if applicable. With respect to the Support Costs identified in Section B, these costs reflect all other direct costs which are not labor costs. For proposal purposes, the estimated base amounts identified for the support costs (travel and incidental material) have been pre-established in Section B. It should be noted that all support costs are non-fee bearing costs. For evaluation purposes, the Government will add proposed indirect costs to the base estimate support cost amounts specified in Section B of the RFP. **The resultant Task Order will use the Government's base estimate as contained in the RFP plus applicable proposed indirect costs.** The resultant Task Order NTE will be inclusive of any indirect rates the Offeror has identified in its proposal, and were considered in evaluation of that offer. If the Offeror's DCAA approved accounting system includes the application of any indirect cost rates (such as G&A) to the support cost items, those rates shall be identified in the proposal and, for evaluation purposes, will be added to the respective estimated amount specified. An example would be when the Offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee. If proposed indirect rates on support costs are not considered realistic based on information available to the Contracting Officer (from DCAA or other sources), the proposed rates may be adjusted for realism when applied for evaluation purposes. **If an Offeror fails to identify, as part of its proposal, an indirect cost rate(s) that would otherwise be applicable to one of the support cost items, it shall not be allowed to invoice for the indirect rate(s) after award since the evaluation of its offer did not include that rate(s).**

RELATIVE IMPORTANCE OF EVALUATION FACTORS:

Factor (2) Quality Assurance and Factor (3) Subcontracting Commitment, are rated on an Acceptable/Unacceptable basis.

Factor (1) Technical, Factor (4) Past performance, and Factor (5) Total Evaluated Price are listed in descending order of importance. Within the Technical Factor, the elements of Personnel, Management Approach, and Corporate Experience are in descending order of importance. Factors 1

and 4, when combined, are significantly more important than Total Evaluated Price. However, when the non- price factors are rated more equally between Offerors, cost/price becomes more of a deciding factor in making the best value.

BASIS OF TASK ORDER AWARD

The Government will utilize the Tradeoff Source Selection Process which allows for a tradeoff between non-cost factors and cost/price. Offerors that are rated unacceptable for Factors (2) Quality Assurance, and (3) Subcontracting Commitment will not be considered for award. The basis for award of a Task Order as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated above. The integrated assessment will include consideration of the strengths and weaknesses of the proposals. Ultimately, the source selection decision will take into account the Offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a Task Order in the Government's best interest. Accordingly, the Government may award to other than the lowest priced Offeror, or other than the Offeror with the highest evaluation rating.

The Task Order resulting from this solicitation will be awarded to that responsible Offeror whose offer, conforming to the solicitation, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation of Options	JUL 1990
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CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)