

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		▶	RATING DO-C9	PAGE 1	OF 99	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER N0017822R3007		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/07/2022		6. REQUISITION/PURCHASE NUMBER TBD	
7. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren, VA 22448-5110				CODE N00178		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 1700 local time 07/22/2022
(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 Patricia Woodhouse	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 540	NUMBER 284-7094	EXTENSION patricia.l.woodhouse@navy.mil

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the 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		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.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 6/2014)
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

General Information

DESCRIPTION: The Naval Surface Warfare Center, Dahlgren Division (NSWCDD) has a requirement to provide Contractor support services to achieve the acceptable levels of technical and engineering expertise for Computer Program Build and Installation Support, Fleet Support, and Documentation Management of Weapons Systems/Combat Systems for Naval programs. Examples of Weapons Systems supported include the following:

- AEGIS Weapon System (AWS), which includes Ballistic Missile Defense (BMD) Capability, SPY, Weapons Control System (WCS), AEGIS Display System (ADS), Combat Direction System (CDS), AEGIS Combat Training System (ACTS), and Operational Readiness Test System (ORTS)
- Littoral Combat System (LCS), which includes the Core Weapon System and all applicable mission packages, Fast Frigate (FF), US Coast Guard National Security Cutters, Ship Self-Defense System (SSDS)
- DDG 1000 Combat System, which includes Total Ship Computing Environment (TSCE)

The services necessary to accomplish the tasks within this Statement of Work (SOW) are defined in Section C. The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) Task Order (TO) resulting from this solicitation. The TO performance period will span five (5) years, which includes a base period of 12 months and four 12-month option periods. Federal Acquisition Regulation (FAR) 52.217-8, Option to Extend Services, is also included.

PROPOSAL DUE DATE: Proposals are required through the SeaPort-NxG Portal on or before the date and time specified in Block 9 of Page 1. The ability to upload/submit a proposal in response to Solicitation No. N0017822R3007 will end at the date and time specified even if uploading is not complete. Offerors are encouraged to start the process of uploading their proposal documents early to avoid a late proposal submission. 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 Sub-contractor) 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.

CRITICAL DATES: This solicitation represents the Government's requirements and shall be the governing document. All questions regarding this requirement shall be submitted through the SeaPort-NxG Portal. The question and answer period is provided in Section L (L-215-H006 SUBMISSION OF QUESTIONS BY OFFERORS--BASIC (NAVSEA) (MAR 2019)). The estimated date of award is provided in Section L.3 and proposal validity is provided in Section L.5.

ADVANCE NOTICE/INDUSTRY DAY: An Advance Notice/Industry Day was held for this requirement. Offerors may access all pertinent information via the SeaPort-NxG portal under the Opportunities title "N0017821R3033."

COMPETITION APPROACH: This requirement is full and open for all eligible prime Contractors that are in SeaPort-NxG.

INCUMBENT CONTRACTOR: This requirement is a Follow-on to SeaPort-e Task Order No. N0017817F3009 with ManTech.

GENERAL INFORMATION: A conformed copy of the solicitation will be issued with any amendment. Following Task Order award, this General Information Section will be used to summarize the nature of subsequent modifications, including: total current funding being obligated; total funded value of the Task Order; and any other change made to the Task Order. A conformed copy of the Task Order will be issued with each modification. The information contained in this General Information Section is only part of the modification being issued at that time; the information will not be repeated in subsequent conformed copies of the Task Order. 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.

THIS SOLICITATION AND PREVIOUS POSTINGS: Offerors should not rely on information contained in previous postings. This solicitation represents the Government's requirements and shall be the governing document.

ORGANIZATIONAL CONFLICT OF INTEREST QUESTIONS: Questions relating solely to an Offeror's possible Organizational Conflict of Interest may be addressed directly to the Contract Specialist and the Contracting Officer listed in Section G (G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)).

BEST VALUE SELECTION PROCEDURES: Best value source selection procedures will be employed in accordance with Section M of this solicitation.

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	Base Year - Fleet Support in accordance with Section C, Statement of Work. See Section B Note 1.					
2000AA	Holding SLIN for CLIN 2000 (Fund Type - TBD)	104,933.00	Labor Hours			
2100	Option Year 1 - Fleet Support in accordance with Section C, Statement of Work. See Section B Note 1.					
2100AA	Holding SLIN for CLIN 2100 (Fund Type - TBD)	104,933.00	Labor Hours			
2200	Option Year 2 Fleet Support in accordance with Section C, Statement of Work. See Section B Note 1.					
2200AA	Holding SLIN for CLIN 2200 (Fund Type - TBD)	104,933.00	Labor Hours			
2300	Option Year 3 - Fleet Support in accordance with Section C, Statement of Work. See Section B Note 1.					
2300AA	Holding SLIN for CLIN 2300 (Fund Type - TBD)	104,933.00	Labor Hours			
2400	Option Year 4 - Fleet Support in accordance with Section C, Statement of Work. See Section B Note 1.					
2400AA	Holding SLIN for CLIN 2400 (Fund Type - TBD)	104,933.00	Labor Hours			
2500	Option to Extend Services IAW FAR 52.217-8 - Fleet Support Services IAW Section C, Statement of Work (See Note 1).					
2500AA	Holding SLIN for CLIN 2500 (Fund Type - TBD)	52,466.00	Labor Hours			

Cost Only Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Base Year ODC CLIN associated with CLIN 2000. See Section B Note 2.			
3000AA	Holding SLIN for CLIN 3000 (Fund Type - TBD)	1.00	Lot	
3100	Option Year 1 - ODC CLIN associated with CLIN 2100. See Section B Note 2.			

Item	Supplies/Services	Qty	Unit	Est. Cost
3100AA	Holding SLIN for CLIN 3100 (Fund Type - TBD)	1.00	Lot	
3200	Option Year 2 - ODC CLIN associated with CLIN 2200. See Section B Note 2.			
3200AA	Holding SLIN for CLIN 3200 (Fund Type - TBD)	1.00	Lot	
3300	Option Year 3 - ODC CLIN associated with CLIN 2300. See Section B Note 2.			
3300AA	Holding SLIN for CLIN 3300 (Fund Type - TBD)	1.00	Lot	
3400	Option Year 4 - ODC CLIN associated with CLIN 2400. See Section B Note 2.			
3400AA	Holding SLIN for CLIN 3400 (Fund Type - TBD)	1.00	Lot	
3500	Option to Extend Services IAW FAR 52.217-8 - ODCs in Support of CLIN 2500 (See Notes 2 and 4).			
3500AA	Holding SLIN for 3500 (Fund Type - TBD)	1.00	Lot	

Cost Type / NSP Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Data Deliverables for Base Year. Contract Data Requirements List (CDRL) in accordance with DD Form 1423. See Section B Note 3.	1.00	Lot			NSP
4100	Data Deliverables for Option Year 1. Contract Data Requirements List (CDRL) in accordance with DD Form 1423. See Section B Note 3.	1.00	Lot			NSP
4200	Data Deliverables for Option Year 2. Contract Data Requirements List (CDRL) in accordance with DD Form 1423. See Section B Note 3.	1.00	Lot			NSP
4300	Data Deliverables for Option Year 3. Contract Data Requirements List (CDRL) in accordance with DD Form 1423. See Section B Note 3.	1.00	Lot			NSP
4400	Data Deliverables for Option Year 4. Contract Data Requirements List (CDRL) in accordance with DD Form 1423. See Section B Note 3.	1.00	Lot			NSP
4500	Data Deliverables for Option to Extend Services IAW FAR 52.217-8. Contract Data Requirements List (CDRL) in accordance with DD Form 1423. See Section B Notes 3 and 4.	1.00	Lot			NSP

NOTE 1: LABOR HOURS

The Labor Hours (LH) for the Base Year and each Option Year shall be consistent with Section H, H-216-H002, Level of Effort Clause.

NOTE 2: OTHER DIRECT COSTS (ODCs) Other Direct Costs (ODCs) shall include travel required during the Period of Performance of the identified CLIN, limited to those destinations stated in Section C.

NOTE 3: NOT SEPARATELY PRICED The price for Not Separately Priced (NSP) Data items shall be included in the price of the corresponding Labor CLIN(s).

NOTE 4: OPTION TO EXTEND SERVICES If the Government determines that an increased Level of Effort for support, as provided in Section C, is required, the Government reserves the right to exercise one six (6) month extension (CLINs: 2500, 3500 and 4500) for additional work in accordance with the Statement of Work. The Contracting Officer will provide written notice to the Contractor at least fifteen (15) calendar days prior to exercise of one six (6) month extension.

B.1 TYPE OF ORDER This is a Level of Effort (term) type Task Order.

- Items in the 2000 series are Cost-Plus-Fixed-Fee (CPFF) type.
- Items in the 3000 series are cost only, excluding fee.
- Items in the 4000 series are Not Separately Priced (NSP).

B.2 ADDITIONAL CLINs Additional CLINs may be unilaterally created by the Procuring Contracting Officer (PCO) via a modification during the performance of this Task Order to allow for additional CLINs/SLINs as needed to accommodate the multiple types of funds that may be used under this Task Order. These modifications will not change the overall Level of Effort or value of the Task Order.

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 Sub-contractor 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 percent. 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 Sub-contractors/consultants included as part of your (the Prime) proposal.

(d) Other Direct Costs and Travel. No fee is allowed on Other Direct Costs or Travel. Indirect cost elements such as G&A and material handling may be applied to ODCs but may not include fee.

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

Labor CLIN	Labor Hours	Cost Per Hour	Fee Rate Per Hour	Loaded Hourly Rate
2000				
2100				
2200				
2300				
2400				
2500				

*The Offeror shall divide the proposed fee for each CLIN by the quantity of labor hours indicated to complete the table. Fee is calculated based on cost less FCCOM; if FCCOM is proposed, necessary columns may be added. In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

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

(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.

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.

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.

Section C - Description/Specifications/Statement of Work

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

C.1 BACKGROUND

(a) The mission of Naval Surface Warfare Center, Dahlgren Division (NSWCDD) is to arm warfighters with innovative capabilities by delivering force-level integrated and interoperable engineering solutions, mission critical control systems, and associated testing and training technologies which meet the requirements of the maritime, joint, special warfare and information operation domains. In support of mission requirements, NSWCDD is responsible for the installation, checkout and technical support of AEGIS and Littoral Combat Ship (LCS) combat system software. Successful execution of assigned requirements will contribute to the improvement of Fleet readiness and provide direct Fleet and Coalition support in consonance with the 21st Century National Maritime Strategy.

C.2 SCOPE

(a) The scope of the contract is to procure Contractor support services to achieve the acceptable levels of technical and engineering expertise for, Computer Program Build and Installation Support, Fleet Support, and Documentation Management of Weapons Systems/Combat Systems for Naval programs. Examples of Weapons Systems supported include the following:

- AEGIS Weapon System (AWS), which includes Ballistic Missile Defense (BMD) Capability, SPY, Weapons Control System (WCS), AEGIS Display System (ADS), Combat Direction System (CDS), AEGIS Combat Training System (ACTS), and Operational Readiness Test System (ORTS)
- Littoral Combat System (LCS), which includes the Core Weapon System and all applicable mission packages, Fast Frigate (FF), U.S. Coast Guard National Security Cutters, Ship Self-Defense System (SSDS)
- DDG 1000 Combat System, which includes Total Ship Computing Environment (TSCE)

(b) This effort will include building (assembly of developed executable code) and installing the computer programs for various land based test sites and ships; the development and maintenance of computer program documentation for the fleet; providing underway support; and coordination with the fleet to provide technical assistance and to help resolve issues.

(c) Due to the nature of the work conducted for this effort, parallel efforts of the same tasking will be in progress on a continuous basis (multiple programs being built, installed, and supported, in parallel).

C.3 APPLICABLE DOCUMENTS(a) Applicable documents will be provided on an as needed basis with the Technical Instructions (TIs).

C.4 REQUIREMENTS

The Contractor shall accomplish the requirements to be performed and deliver the required deliverables that shall be specifically described in TIs to be issued by the Contracting Officer during Task Order performance. These TIs shall be within the parameters of one or more of the areas described below. Performance objectives are based on the following disciplines:

- Computer Program Build, Installation, and Integration Support
- Fleet Support
- Computer Program Quality Assurance Support
- Software Product Management Support
- Test and Evaluation Support

C.4.1 Computer Program, Installation, and Integration Support

- (a) The Contractor shall provide technical services in support of the computer program and the Operating Environment (OE) installation and integration functions for current and future ships as documented in Dahlgren Instructions.
- (b) The Contractor shall support computer program and OE configuration management, media generation, media updates and maintenance, load cycles, and media installations, at land based sites and ships. (CDRL A001, A004). The Contractor shall participate in the generation and installation of weapon system adaptation data and provide documentation and training for adaptation data generation and computer program media generation for ships and site updates and maintenance as required. (CDRL A004).
- (c) The Contractor shall support the development and maintenance of media generation/Installation support documentation and standard procedures. (CDRL A001, A004).
- (d) The Contractor shall support the maintenance of current media generation and installation tools. (CDRL A001, A004). The Contractor shall participate in quality control activities to verify that all media work was in accordance with designated Government provided format.
- (e) The Contractor shall support the identification and implementation of new technology and automation into the media generation and installation process. (CDRL A001, A004, A006).
- (f) The Contractor shall support the development and maintenance of Government standard documents. Examples include, but are not limited to, Computer Room User's Manual (CRUM), Computer Room Error Code Guide (CRECG), and Computer Program Description Document (CPDD). (CDRL A001, A004).

C.4.2 Fleet Support

- (a) The Contractor shall provide technical services in support of the Fleet Support function for current and future ships as documented in NSWC Dahlgren Division Instructions.
- (b) The Contractor shall provide technical support to facilitate the computer program delivery, installation process, technical assistance responses and underway support to surface ships. A Technical Situation Report (SITREP) shall be submitted at the end of each day when onboard ship or shore sites conducting computer program installations, support or trouble resolution. (CDRL A001, A004)
- (c) The Contractor shall provide technical support in the troubleshooting and operational restoration of Surface Combat System computers and networks in response to deficiencies reported by the Fleet. Troubleshooting and restoration efforts may be conducted via distant support methods (e.g., email, chat, etc.) or onboard ships
- (d) The Contractor shall conduct Approved Articles Package (AAP) audits in conjunction with Total Ship's Readiness Assessment (TSRA).
- (e) The Contractor shall assist ships in managing the certified configuration. They shall perform corrective actions, as required, to ensure ships are in conformance with the certified configuration.
- (f) The Contractor shall generate AAP Audit Reports to document audit findings and trends. (CDRL A004). The Contractor shall maintain AAPs.
- (1) The Contractor shall evaluate changes to Lowest Replaceable Units (LRU) and media items to identify potential impacts to OEs, drivers, or applications.
- (2) The Contractor assess impact of LRUs on the Approved Articles List, and assess non-AAP LRUs and media.
- (3) The Contractor shall review technical documents for impact to operational baselines. Technical documents may include Maintenance Work Packages, Engineering Change Notices, Advanced Change Notices, Ship Change Documents, and Field Modification Bulletins.
- (4) The Contractor shall provide recommendations regarding conjunctive changes, CPRs, and test requirements.
- (5) The Contractor shall participate in change control boards and diminishing material groups to assess changes from an AAP perspective. (CDRL A004 and A005).
- (g) The Contractor shall support the operation of the Fleet Support Operations Center (FSOC) and associated communication equipment, drafting naval messages, and participation in on-site and/or distance support responses to fleet requests for technical assistance.

(h) The Contractor shall develop/maintain/produce presentations for fleet support briefings, provide action and milestone planning, project tracking, progress and financial analysis and monitoring, and participate in program status and planning meetings. (CDRL A001, A005)

(i) The Contractor shall support the development and maintenance of standard procedures.

(j) The Contractor shall support the identification and implementation of new technology and automation into the processes for technical support of computer program delivery and technical assistance responses to surface ships.

C.4.3 Fleet and Shore Site Support

(a) The Contractor shall provide technical services in support of the Fleet Support function for current and future ships as documented in NSWC Dahlgren Division Instructions.

(b) The Contractor shall provide technical support to facilitate the computer program delivery, installation process, technical assistance responses and underway support to surface ships. A SITREP shall be submitted at the end of each day when onboard ship or shore sites conducting computer program installations, support or trouble resolution. (A001, CDRL A004)

(c) The Contractor shall provide technical support in the troubleshooting and operational restoration of Surface Combat System computers and networks in response to deficiencies reported by the Fleet. The troubleshooting and restoration efforts may be conducted via distant support methods (e.g., email, chat, etc.) or onboard ships. The Contractor shall conduct AAP audits in conjunction with TSRA. They shall assist ships in managing the certified configuration. They shall perform corrective actions, as required, to ensure ships are in conformance with the certified configuration.

(d) The Contractor shall generate AAP Audit Reports to document audit findings and trends. (CDRL A004). The Contractor shall maintain AAPs. They shall evaluate changes to Lowest LRU and media items to identify potential impacts to OEs, drivers, or applications. They shall assess impact of LRUs on the Approved Articles List, and assess non-AAP LRUs and media. They shall review technical documents for impact to operational baselines. Technical documents may include Maintenance Work Packages, Engineering Change Notices, Advanced Change Notices, Ship Change Documents, and Field Modification Bulletins. They shall provide recommendations regarding conjunctive changes, CPCR's, and test requirements. They shall participate in change control boards and diminishing material groups to assess changes from an AAP perspective. (CDRL A001, A003, A004 and A005).

(e) Support shall include operation of the Fleet Support Operations Center (FSOC) and associated communication equipment, drafting naval messages, and participation in on-site and/or distance support responses to fleet requests for technical assistance.

(f) The Contractor shall develop/maintain/produce presentations for fleet support briefings, provide action and milestone planning, project tracking, progress and financial analysis and monitoring, and participate in program status and planning meetings. (CDRL A001, A005)

(g) The Contractor shall support the development and maintenance of standard procedures.

(h) The Contractor shall support the identification and implementation of new technology and automation into the processes for technical support of computer program delivery and technical assistance responses to surface ships.

C.4.4 Computer Program Quality Assurance

(a) The Contractor shall participate in quality control activities to verify that all media work was in accordance with designated Government provided format.

(b) The Contractor shall provide support to the Aegis Installation and Maintenance (AIMS) group for managing Aegis Weapons System and combat system computer program media and associated documentation.

(c) Maintain calendar to define tasks deadlines, dates and personnel assignments (CDRL A001).

(d) Provide support for the Web-based Common Adaptation Tool (WEBCAT) media generation.

(e) Support the development and implementation of software tool updates and enhancements by defining the criteria and performing customer testing.

(f) Maintain software tool by entering and updating List of Values and determining and requesting required privileges.

(g) Maintain current status accounting data in the ACCESS database, verify ACCESS records, perform queries and generate reports.

(h) The Contractor shall provide technical support to the AIMS group for the preparation and delivery of AWS baseline packages and updates to Aegis/Aegis BMD ships and sites. The Contractor shall be responsible for conducting the following tasks in support of this effort (CRDL A001):

- Generate Media assignment memos and Master Parts Lists for each ship/site delivery
- Maintain media pool of build media
- Generate required transmittal requests for each ship/site delivery
- Pull and perform quality assurance of delivery media as required.
- Generate Instruction sheets and Check-off sheets as required to provide direction for performing AIMS functions when representative does not support a baseline installation

(i) The Contractor shall perform shipboard/site software audits as requested. The Contractor shall support computer program deliveries verifying current baseline media and performing inventory and purging of superseded media.

(j) Generate audit reports or purge reports for the AWS baseline media and Aegis Combat System Elements (ACSE) media.(k) The Contractor shall maintain liaison with ACSE in-service engineering agents in order to exchange information and schedules, identify required documents and media to ensure configuration of each ship's authorized baseline.

(l) Generate Out brief reports providing counts for all AWS and ACSE media inventoried and purged and document issues encountered during audits and provide matrices.

(m) Generate AWS Computer Program Receipt Logs (CPRLs) and ACSE Inventory Control Logs (ICLs) and post to Web-base tool.

(n) The Contractor shall process Aegis Tracking Logs (ATLs) for media being returned from ships/sites to establish its disposition.

(o) The Contractor shall maintain transmittal and ATL records by scanning and posting to Web-based tool.

(p) The Contractor shall provide reports or assistance for data calls and projects as required.

C.4.5 Test, Evaluation, and Verification

(a) The Contractor shall provide technical, engineering, and analytical services for the Test and Evaluation (T&E) of the Weapon System and all of its components including the Combat System Element Computer Programs being integrated with the Weapons System. To accomplish this task, the Contractor will be provided access to Government and/or Contractor test facilities and equipment, applicable Combat or Weapon System publications, technical manuals, processes, and other sources of materials required for use in the T&E process.

(b) The Contractor shall conduct integration, test execution, and system performance analysis of the Weapon and Combat system's computer programs in support of the government Weapon System and Combat System element leads.

(c) The Contractor shall review and evaluate system requirements and capabilities for all computer programs being assessed in support of creating and revising T&E plans, test vehicles, (test scenarios, scripts, targets, and other required test artifacts) and analysis cases.

(d) The Contractor shall coordinate watch bills for all test events and ensure all test event watch bills are fully manned. This includes coordinating with Government personnel at Dahlgren, VA and Wallops Island, VA to ensure watch bills for all test events are filled as appropriate with personnel and distributing the watch bills for the upcoming test events. The Contractor shall serve as the site liaison between the Surface Combat System Center (SCSC) and the Combat Systems Installation and Integration (CSII) team for scheduling. This includes scheduling test events and equipment, de-conflicting schedules and site resources, identifying test requirements, and representing the T&E efforts in broader scheduling meetings.

(e) The Contractor shall support site checkout upon installation of computer programs at Land Based test sites such as, but not limited to, Integrated Warfare Systems Lab (IWSL), SCSC, and AEGIS Training and Readiness Center (ATRC), and support the resolution of issues

observed during testing.

(f) The Contractor shall execute test vehicles in accordance with the test plan and report on test progress and test issues in a Daily Test Report (DTR) in a format defined by the Government. The Contractor shall post all test vehicles for computer program test efforts to the designated government repository. (CDRL A007)

(g) The Contractor shall conduct analysis on data obtained from test events to assess the system capabilities and identify limitations of the Weapon Systems and Combat Systems in support of the certification of the weapon and combat systems. Documentation of the analysis results shall include data evaluation/analysis, trouble reports and resolution; requirements assessed, and test reports. (CDRL A001, A007)

(h) The Contractor shall conduct tracking and documentation of test and evaluation efforts by compiling T&E data such as, but not limited to, analysis case completions and Test Observation Report (TOR) closures, monitoring the resulting metrics, maintaining integrated test and evaluation master schedules, monitoring and executing within cost and resource requirements.

(i) The Contractor shall develop and submit a technical report for the assessment of all conducted integration test events. The Contractor shall provide test planning documentation, status reports, and meeting support.

(j) The Contractor shall assess Computer Program Change Requests (CPCRs) and Test Observation Reports (TORs) for the root cause of issue, Priority/Probability of issue, Operational impact of issue, Operator(s) impacted by issue, Functional area(s) impacted by issue to determine validity and baseline applicability.

(k) The Contractor shall assess the cumulative assessments of open CPCRs impacting the Weapon System and Combat System to identify areas with significant risk by participating in Functional Area Assessments and other technical interchanges. The Contractor shall assess cumulative degradation in system performance as well as operator workload.

(l) The Contractor shall generate and brief presentations, provide technical support to the Surface Combat Systems T&E Lead Engineer, represent test and evaluation efforts at meetings.

(m) The Contractor shall support applicable change review boards and/or meetings to adjudicate comments:

- Test Readiness Reviews (TRR)
- Mission Readiness Assessments (MRA)
- Combat/Weapon System Certification Panels
- System Software Safety Technical Review Panels (SSSTRP)

(o) The Contractor shall submit a trip/meeting reports as required (A001, CDRL A004).

(p) The Contractor shall continuously assess processes and provide feedback with recommendations to improve existing processes to promote more efficient test planning, execution, analysis, and reporting.

C.4.6 SECURITY CLEARANCE REQUIREMENTS

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

Requirement 1: Facility Security Clearance: The Contractor's primary facility for supporting this Task Order is required to have a facility clearance of SECRET and must be cleared at the SECRET level for storage and information processing.

Requirement 2: Personnel Security Clearances: All personnel providing technical support under this requirement must possess clearances at the SECRET level or higher. Interim clearances are acceptable.

C.5 SERVICE SUMMARY

(a) The purpose of the Service Summary is to define performance evaluation. The Service Summary Table (SST) below lists the performance objective requirements the appointed Contracting Officer's Representative (COR) will surveil. The absence of any requirement from the SST does not detract from its enforceability nor limit the rights or remedies of the Government and sets forth the maximum allowable deviation from the standard of performance for that service.

(b) Contractor performance will be compared to the performance objectives and performance threshold. The Government may use a variety of surveillance methods to evaluate the Contractor's performance to determine if it meets the performance objectives and performance threshold. Performance of a service will be evaluated to determine whether or not it meets the performance objectives and performance threshold. The Government will evaluate the Contractor's performance under this contract using "Inspection of Services" clause. All surveillance observations will be recorded by the COR.

SS # Performance Objective	SOW Para	Surveillance Method	Frequency	Performance Threshold
Quality of Product or Service	C.4; C.6	Government validation of CDRLs delivery and accuracy of contents	Monthly assessment, however reporting occurs on a defined time schedule (weekly, monthly, quarterly, etc.)	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.</p> <p>Deliverables received are well researched, complete, and technically accurate. No more than one revision is typically needed to accept the item.</p> <p>Deliverables meet all Contract requirements.</p> <p>Timeliness and accuracy of scheduled CDRLs in the designated format and according to the specified schedule (weekly, monthly, quarterly, etc.).</p>

SS # Performance Objective	SOW Para	Surveillance Method	Frequency	Performance Threshold
Cost Control & Reporting	C.4	100% inspection of invoices Metrics for processing	Monthly	Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete, and clearly written. Invoices are timely and accurate. All supporting detail is provided. Sub-contractor invoices are paid in a timely manner. Small Business Sub-contractor invoices are expedited.
Schedule & Timeliness	C.4; C.7	Metrics	Monthly	Routinely meets deadlines and schedules, quickly responds to Gov't requests.
Management/ Business Relations	C.4; C.7	Government POC feedback	Monthly	Problems are resolved quickly with minimal Gov't involvement. Mgmt is responsive to Gov't requests and concerns. Routinely communicates with Gov't in an effective and timely manner.
Regulatory Compliance	C.4- C.10		Monthly	Meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.
User Satisfaction	C.4; C.7	Government POC feedback	Quarterly	3.5 on a five-point scale
Contractor Availability and Responsiveness	C.7	Government identified personnel	Monthly	The Contractor personnel (Program Manager or designated personnel) shall be available and accessible for consultation with personnel as identified by the Government. The expectation is

SS # Performance Objective	SOW Para	Surveillance Method	Frequency	Performance Threshold
				within two (2) hours during business hours and within twenty-four (24) during non-business Hours.
Contractor Flexibility and Innovation	C.4; C.7	Government POC feedback	Monthly	<p>This includes the Contractor proactively</p> <ol style="list-style-type: none"> 1) Identifying problems and proposing problem resolutions 2) Introducing innovative solutions 3) Offering suggestions for cost-savings initiatives 4) Adjusting processes, technology, and subject matter expertise to respond to evolving requirements within the dynamic NAVSEA/NSWCDD environment. 5) The Contractor's program management staff will work in cooperation with the Government to ensure processes and practices are defined, implemented, and evaluated on a regular basis in-line with industry standard project management practices and service delivery models.

C.6 CONTRACTOR DEVELOPED DATA

C.6.1 CDRL / SOW Crosswalk

CDRL	Title	SOW Paragraph
A001	Status Report	C.4.1, C.4.2, C.4.3, C.4.4, C.4.5, C.7
A002	Contracting Officer's Management Report (COMR)	C.7
A003	Conference Report	C.4.3
A004	Technical Report Study-Services	C.4.1, C.4.2, C.4.3, C.4.5
A005	Presentation Material	C.4.2, C.4.3
A006	Program Management Plan (PMP)	C.4.1, C.7

A007	Report of Receipts Inventory Adjustments of Government Property	C.4.5
A008	Trip-Travel Report	C.7.1.5

C.6.2 Data Rights

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

(b) Performance of this contract work shall require, among other things, the Contractor to access and use Government-owned data such as software, documentation, technical data, process and report templates, and the like. All software, documentation, technical data, and the like generated from such access and use shall also be and remain Government-owned data and shall be included in an appropriate technical report or other deliverables. The Contractor's use of and access to Government-owned data shall neither constitute nor create any Contractor rights in or license to such data; the only Contractor permissions to use and access the data shall be those necessarily required by the Contractor to perform the work herein.

(c) On occasion and incidental to the provision of support services by the Contractor, the Contractor may be tasked to independently create discrete new data products (e.g., a computer software program, drawings, etc.) that do not derive from existing data. Such products shall be specifically identified by the Government in writing and shall be delivered pursuant to the appropriate CDRL document. Rights in such products shall be governed by the appropriate contract clauses.

C.6.3 Digital Delivery of Data

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form. The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as "technical data" or "computer software") or the Government's and the Contractor's respective rights therein.

(b) Whenever technical data and/or computer software deliverables required by this contract are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government's rights in and to such technical data and/or computer software must also be digitally included as part of the deliverable and on or in the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human-readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software. Nothing in this paragraph shall replace or relieve the Contractor's obligations with respect to requirements for marking technical data and/or computer software that are imposed by other applicable clauses such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

(c) Digital delivery means (Internet tools, websites, shared networks, etc.) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as but not limited to "Terms of Use," licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means.

(d) The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Contracting Officer; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of

this contract.

C.7 CONTRACT PROGRAM MANAGEMENT

(a) The Contractor shall provide an on-site Program Manager (PM) to provide the project control and contract administration necessary to manage a high volume, multiple task processes for a large, diversified team so that the cost, schedule, and quality requirements are tracked, communicated to the Government, and ultimately attained. The Contractor shall provide real-time monitoring of status/deliverables, tracking the quality of work products and gauging overall customer satisfaction. The Contractor shall provide upon award, a Program Management Plan that clearly describes how the above requirements will be met.

(b) The Contractor is solely and exclusively responsible for all matters governing and relating to the employer-employee relationship between the Contractor and personnel the Contractor hires and assigns to perform the work described herein. The Contractor shall provide a written Human Resource Management Plan upon award that addresses: hiring, obtaining security clearances, and organizational structure. The Contractor shall also provide a Personnel Management Plan upon award that addresses: managing customer expectations, obtaining customer survey results, reporting metrics and lines of communications within the Contractor's team. The Personnel Management Plan shall also address maintaining commercial certifications and continuing education training as specified in the most current versions of the DoD 8570.01-M and DoDD 8140.01 as appropriate. The Contractor shall provide on-site supervision, be responsible for the selection, recruitment, hiring, management, control, transfer and/or termination of Contractor employees. The Contractor's on-site PM/technical lead shall provide assignment of duties to the Government. Any changes to personnel and management assigned to the contract shall be reported in writing or via email to the Government Program Manager and Contracting Officer at least ten (10) business days prior to effective date of action (CDRL A001, A002, A006).

(c) The Contractor shall ensure all employees maintain security clearances and must also possess and maintain required training, qualifications, and certifications in accordance with the most recent DoDD 8140.01. Certifications and training will be tracked by the Government training manager. The Contractor shall understand that any Contractor employee may be summarily and immediately removed from or denied access to any Government property, facility, and installation at the sole discretion of the Procurement Contracting Officer (PCO) if the PCO determines such action is necessary to protect or preserve Government property, safety, and security, or to maintain good order and discipline. It is the responsibility of the Contractor to replace any of its employees that are removed/separated pursuant to the section where replacement is necessary to ensure full, timely, and complete contract performance. In the event that an employee is removed/separated, the Contractor shall inform the Program Manager (PM) and COR of the occurrence and their actions to mitigate any concerns associated with such occurrence within three (3) business days.

(d) The Contractor shall provide a monthly status report, which will include compliance metrics for each service summary requirement listed in Paragraph C.5 Service Summary Table, schedule, and performance down to the Contract Line-Item Number (CLIN) level and shall provide them accurately, no later than the 15th day of the following month. The Contractor shall establish, and track metrics as defined in Paragraph C.5 Service Summary Table. The monthly report shall outline methods and frequency of customer interactions, reporting processes and problem resolution procedures.

(e) The Contractor shall establish and maintain a Quality Control (QC) Program to provide independent corporate and on-site management surveillance and inspection of Contractor operations to assure that the requirements of the contract are satisfactorily performed.

(f) The Contractor shall provide employee management and supervisory responsibility of its employees. This includes but is not limited to:

managing employees during designated Government non-workdays or other times when Government offices may be closed; providing initial and refresher training as required by each labor category; and providing administrative support (i.e., time reporting, leave processing, and pay). The Contractor shall establish clear organizational authority and responsibility to effectively manage and control Contractor personnel. This shall be accomplished without requiring the Government to engage in the Contractor's operational or human resource management processes.

(g) The Government will provide input through the PCO and COR on personnel issues identified by the Government. The use of Government staff members to record arrival or departure times, report absenteeism, sign payroll timesheets, or to perform any other duties inherent in the employer/employee relationship is not authorized. The Contractor shall provide the name of its designated PM and any alternate(s) who shall act for the Contractor when the PM is absent. The Contractor PM and any alternate(s) shall be designated in writing to the contracting officer within ten (10) business days after contract award, or when changes occur.

(h) The Contractor shall provide telephone numbers and email addresses for its PM and any alternate(s) where these persons may be contacted at any time. The Contractor PM and any alternate(s) shall have full authority to act for the Contractor on all matters relating to Contractor personnel and or Contractor performance under this contract. The Contractor PM and any alternate(s) must be a U.S. citizen, able to read, write, speak, and understand English fluently. The Contractor PM and any alternate(s) shall be required to attend Government meetings, as requested. The Contractor PM and any alternate(s) shall be available during core hours within two (2) business hours to meet with Government personnel designated by the contracting officer to discuss contract issues. The Contractor PM shall provide a point of contact that is available within 24 hours of initial contact, 7 days per week, in the event that a problem arises outside of core hours. The Government will establish priorities and milestones for completion of defined tasks and will coordinate tasks with the Contractor PM to ensure understanding of the scope of work and due dates.

(i) The Contractor shall provide a reliable, effective, and expedient means of remote notification technology to facilitate extended support. Examples of remote notification technology are cell phones, pagers, e-mail, or other means by which the Government can have responses to the requirements. The Government will not provide cell phones for the Contractor.

(j) The Contractor shall provide a quarterly self-assessment report that shows its compliance with the service summaries and accomplishments during the quarter. This report will be used to provide feedback on the quality of services delivered and where improvements (if necessary) are required.

(k) The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the PCO immediately.

(l) Inherently Governmental functions are not within the scope of this contract. Decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government. The Contractor may be required to attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

(m) The Contractor shall participate in the COR's monthly meetings to review contract Security, Funding, Staffing, Deliverables, TI(s), and Management Items of Concern that require Government intervention, Action Items, and Action Item Review. The Contractor shall document meeting minutes and action items to be included in the Contracting Officer's Management Report (COMR).

(n) The Contractor shall prepare and conduct quarterly In-Progress Reviews (IPR), to be held at a location mutually agreed upon by the Contractor and the COR. One week in advance of the IPR, the Contractor shall submit an IPR agenda using the appropriate CDRL and a copy of the data to be presented at the IPR which shall address the status of action items from the previous IPR, pertinent issues and a financial analysis. All information presented shall be up to date as of the final agreed upon agenda. Emergent/future interest items and meetings shall be discussed during the IPR. The Contractor shall submit meeting minutes using the appropriate CDRL, including the list of attendees and action items no later than five (5) working days after the IPR.

(o) Within ninety (90) days of the beginning of the final period of the contract performance, the Contractor shall develop and submit a transition-out plan using the appropriate CDRL that assumes re-compete of the contract requirements resulting in award, and transition, to another Contractor.

(i) The transition-out plan shall address:

- Minimum duration of transition
- Staff requirements and their role in transition
- Level of tasking to be performed and any impact it will have on transition
- Knowledge transfer
- Intellectual property transfer
- Gantt schedule of transition
- Formal handover (conclusion of transition) and Government acceptance

(ii) The plan shall address the step-by-step transition of responsibility for support of the program's current operation without discontinuity of workflow or loss of integrity of the program's current operation. The plan shall establish interfaces for technical and contract administration. In addition, the plan shall identify any services, support, or other items that will be required from the Government to facilitate the transition.

C.7.1 Contractor Personnel Administration

(a) When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be identified as a Contractor (e.g. utilizing badge identifications and sign identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program/project managers shall be identified and known as such by Government employees. As circumstances permit, periodic meetings shall be conducted between the COR and the Contractor's Senior Program/Project Manager.

(b) The Contractor shall provide personnel who are courteous, observing military and business professional etiquette.

C.7.1.2 Contractor Personnel Standards of Conduct

(a) The Contractor shall comply with the requirements of NAVSEA and NSWCDDE instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person whose conduct endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct.

C.7.1.3 On-Site Environmental Awareness

(a) The Contractor shall strictly adhere to all Federal, State, and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

(b) The Contractor shall ensure that each Contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCDDE Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCDDE training coordinator or their COR.

(c) The Contractor shall ensure that each Contractor employee not required to complete the training described above (i.e., those who do not have and will not be issued a CAC) reads the NSWCDDE Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR; however, the policy is also provided on the NSWCDDE website: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office

(d) Within 30 days of commencing contract performance, the Contractor shall certify by e-mail to the COR that the above requirements have been met. The e-mail shall include each employee name and work site and shall indicate which requirement each employee has satisfied.

(e) Contractor copies of the records generated by the actions described in this section will be maintained and disposed of by the Contractor in accordance with Department of Navy Records Management Program (SECNAVINST 5210.8E).

C.7.1.4 Hazardous Materials Used on Government Site

(a) Hazardous materials may be utilized at any time during the performance of work on a Government site under this contract. Hazardous materials are defined in FED-STD-313F and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The Contractor shall have an active Hazard Communication Program in place for all Contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the COR with an inventory and Safety Data Sheet (SDS) for these materials.

(c) HAZMAT must be used safely according to Government Standard Operating Procedures (SOP).

C.7.1.5 Contractor Shipboard Protocol

(a) This tasking may involve platform engineering and Fleet support onboard ship. As such, the Contractor is reminded of its responsibility to ensure that shipboard protocol is stringently followed. Specifically, visit clearances must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship. The Contractor is responsible for obtaining and maintaining specialized training (i.e. nuclear awareness, safety, quality control, etc.) and certification (i.e. SUBSAFE certificates etc.); personnel performing on board U.S. Navy Ships must have at a minimum, a current "Secret" Security Clearance; if not led by a Government representative the Contractor is responsible for briefing the ship/command upon arrival; and the Contractor is responsible for debriefing the ship/command upon departure to include operational status of the equipment.

(b) The Contractor shall ensure its personnel adhere to these requirements when performing shipboard tasking. Compliance shall be reported in the Trip/Travel Report CDRL A008.

(c) All assigned personnel must possess, at least at a minimum, a current "Secret" Security Clearance.

(d) All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy, and procedures. Alarms, actual or drill, shall be reported and procedures appropriately adhered.

(e) Safety hardhats, tag-outs, safety shoes, goggles, safety harnesses, etc., as appropriate, shall be utilized.

(f) Some shipboard tasking may require ascending and descending vertical ladders to and from the highest points of the ship both pier side and underway.

(g) Each Contractor employee must be able to stand, walk, climb stairs, balance, stoop, kneel, crouch or crawl around and lift a minimum of fifty (50) lbs. in the test environment.

(h) The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

(i) The designated team lead shall, upon final departure, debrief the Commanding Officer or his/her designated representative as to the success of the tasking and the operational condition of affected equipment.

(j) The Contractor shall comply with COMUSFLTFORCOM/COMPACFLT INSTRUCTION 6320.3B regarding the medical and dental screening of all personnel that may embark aboard any U.S. Navy vessel.

(k) The Contractor shall ensure that repair and maintenance employees working aboard vessels, dry docks and piers shall have a valid ten (10) hour OSHA Maritime Shipyard Employment Course #7615 completion card within sixty (60) days of employment.

C.7.1.6 Contractor Skills and Training

- (a) The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations as required based on the work to be accomplished. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.
- (b) All Contractor personnel shall be qualified and maintain certifications as prescribed throughout this SOW and IAW DoDD 8140.01 DoD Approved Baseline Certifications (<http://iase.disa.mil/iawip/Pages/iabaseline.aspx>) throughout the duration of the contract.
- (c) The Contractor shall maintain all licenses/certifications for operating Government vehicles (car, truck, van, forklift, and/or man-lift) both on-site at NSWCDD and off-site in the performance of duties associated with the tasking of this contract, throughout the performance of this contract. The license(s)/certification(s) shall be obtained and maintained at the Contractor's expense.
- (d) The Contractor shall complete all mandatory training as prescribed by the Government for General, Safety, EMS, etc. topics. These training requirements are accessed through Government web-based training (WBT) and classroom training.
- (e) Repair and maintenance employees working aboard vessels, dry docks and piers shall have a valid 10-hour OSHA Maritime Shipyard Employment Course #7615 or NAVSEA-approved equivalent completion card within 60 days of employment.
- (f) Private Shipyards. Private Shipyards may require other documentation and additional training in advance of proceeding to the yard.
- (g) There may be costs associated with any training required for Contractors to access Private Shipyards. Prior to incurrence of costs, COR approval is required for these costs to be chargeable to the contract.
- (h) The Contractor shall submit a monthly Mandatory Training Completion Log for training. for personnel assigned to the Task Order start date through Task Order end date by each Period of Performance (PoP). The Mandatory Training Completion Log shall identify Contractor personnel by name, company assignment, training topic, completion no later than date, actual completion date, and completed on time yes/no.
- (i) Privacy training is mandatory for all NSWCDD personnel (Military, Civilian, and Contractor) and must be completed annually. The Total Workforce Management System (TWMS) is the official database for workforce training and is the preferred tool for taking and recording Privacy Act training.

C.7.1.7 Contractor Travel Requirements

(a) During the performance of this effort, Contractor personnel may be required to travel to other sites to support program activities. Reimbursable travel costs for local travel, also known as day travel, from the Contractor's facility to NSWCDD and/or from NSWCDD to the Contractor's facility is unallowable. Travel to these destinations shall be specified in each Technical Instruction.

(b) All travel shall be conducted in accordance with and shall be pre-approved by the COR. All travel requests shall be submitted to the specific Government work area SME, in writing or by electronic mail, and must show the appropriate TO/DO number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual costs expected. For local travel the travel itinerary will include "reasonable cost" wherever possible based on the start time of the scheduled event being supported. The Contractor is not authorized to perform any travel that is not in conjunction with this contract. The Contractor shall receive approval from the COR prior to the incurrence of costs associated with the travel. The Contractor shall document in a Trip Report actions performed during travel along with reconciling the travel for each Period of Performance (CDRL A008).

(c) The number of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR via the specific work area Program Manager during the development of each Technical Instruction.

(d) The Contractor's travel destinations may include but are not limited to the following:

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CONUS:

Dahlgren, VA

Dam Neck, VA

Norfolk, VA

San Diego, CA

Bath, ME

Wallops Island, VA

Pascagoula, MS

Everett, WA

Mayport, FL

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OCONUS:

Rota, Spain

Yokosuka, Japan

Pearl Harbor, HI

Kauai, HI

C.7.2 Nondisclosure Agreements (NDA)

This contract may require the Contractor to access data and information proprietary to a Contractor or Government agency and/or of such a nature that its dissemination or use, other than in performance of this SOW, would be adverse to the interest of the Government and/or others. The Contractor, including Sub-contractors and consultants, shall not divulge or release data or information developed or obtained in performance of this contract except to authorized Government personnel or upon written approval of the PCO or COR. The Contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend other than as required in the performance of this SOW. The limitations above do not apply to data or information that has been made public by the Government. All products, deliverables and work produced, as well as associated back-up documentation, will be considered the property of the Government.

C.10 SECURITY

C.10.1 Contract Security

(a) Facility Clearance: The Contractor shall possess and maintain a SECRET facility clearance as verified within the National Industrial Security System.

(b) Physical Security: The Contractor shall be responsible for safeguarding all Government information or property provided for Contractor use. At the end of each work period, Government information, facilities, equipment and materials shall be secured as specified by the 32 CFR Part 117 and the NSWCDD Command Security Manual. Secret storage is required at the Contractor's facility in order to meet requirements of receiving and generating classified material in accordance with this contract.

(c) The Contractor shall require access to Communications Security (COMSEC) in order to access correspondence, drawings, models, mockups, photograph, schematics, status programs and special inspection reports, engineering notes, computation and training aids. COMSEC access will be at government facility only. All Contractor personnel requiring access to COMSEC must have a final clearance, not an interim. Access to Non-SCI intelligence is needed in order to utilize intelligence documents related to foreign government weapons systems. Access to NATO is required to obtain a SIPRnet account and to utilize the DTIC system to obtain documents on intelligence. Access to Foreign Government Information is required to obtain documents on specific weapon systems. Controlled Unclassified Information (CUI), to include For Official Use Only (FOUO) and Personally Identifiable Information (PII), generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 5400.7-R Chapters 3 and 4. All above accesses are needed to support and provide the system engineering, software development, and maintenance of Navy tactical initiatives and spiral and baseline developments to support NSWCDD. Access to Foreign Government Information is required to obtain documents from countries listed in the DD-254, Block 13 Security Guidance, Block 10h, for system understanding. In performing under this contract, the Contractor shall have access to U.S. classified information outside the U.S., Puerto Rico, U.S. Possessions, and Trust Territories, Japan, Spain, and Australia. The Department of Defense (DoD) Contract Security Classification Specification (DD Form 254) itemizes the security classification requirements for this contract. Technical Instructions (TI) issued under contract may require access at the Confidential and/or Secret levels.

(d) Upon award, all personnel performing tasks under this contract shall possess, at minimum, a DoD Industrial Security Clearance of SECRET. Interim clearances are acceptable. Access to classified spaces and generation of classified material shall be in accordance with DD Form 254. The DD Form 254 provides the security classification requirements for this contract. The Contractor shall obtain facility and personnel security clearances as required by the Department of Industrial Security Program prior to starting to work on tasks requiring clearances.

(e) Contractor requests for visit authorizations shall be submitted in accordance with National Industrial Security Program Operating Manual, DoD 5520.22-M, as early as practicable and not later than three working days prior to visit (except in cases of urgency). When a

contractual relationship exists, original requests shall be delivered to the Security Officer of the activity being visited. When a contractual relationship does not exist, original requests shall be delivered to the Security Officer of the activity being visited via the COR for endorsement of need-to-know.

(f) Visit requests for Sub-contractors shall be submitted to the appropriate Contractor Facility Security Officer (FSO) for certification on need to know, when applicable.

C.10.2 Security Classification Specification

(a) Classified Military Information (CMI). This is information that is originated by or for the Department of Defense, or a Military Department, or an entity under its jurisdiction and control, and which requires protection in the interest of national security. Such information is designated as TOP SECRET, SECRET, or CONFIDENTIAL.

(b) Controlled Unclassified Information (CUI). This is information that although unclassified is subject to access or distribution limitations in accordance with statute or regulation. Included is information exempt from mandatory release to the public under the Freedom of Information Act, or information that is subject to export control.

C.10.3 Use of Information System Resources

The Contractor provision of IS Resources, except in special circumstances explicitly stated in this contract, shall provide all IS resources needed in the performance of this Contract. This includes, but is not limited to, computers, software, networks, certificates, and network addresses.

(a) Contractor Use of NSWCDD IS Resources: If the Contractor is required to have access to NSWCDD IS resources, the login name used for access shall conform to the NMCI login naming convention.

(b) If the Contractor requires access to applications/systems that utilize client certificates for authentication, the Contractor is responsible for obtaining requisite certificates from a DoD or External Certificate Authority.

(c) If this Contract requires that the Contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for Contractor use in accordance with procedures specified by the Information Assurance Office. Connections between NSWCDD and Contractor Facilities.

(d) If there is a requirement (specifically delineated in the TI) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the Contractor and ISs owned or operated by NSWCDD.

(1) Such interconnection shall take place only after approval from the NSWCDD Information Assurance Office.

(2) All such connections as well as the ISs connected thereto will be accredited in accordance with DoD policy (DoDI 8510.01) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02D regarding Memorandums of Agreement.

(3) All such connections will be made outside the appropriate NSWCDD firewall.

C.10.3.1 Information Security and Computer System Usage

In accordance with U.S. Navy policy, any personnel, including the Contractor, who utilizes DoD-owned systems, shall assume responsibility for adherence to restrictions regarding internet and e-mail usage.

(a) Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive, or politically partisan communications. All personnel, including the Contractor, are accountable and must act accordingly.

(b) DoD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on, or sent over a DoD system may be monitored.

(c) Use of a DoD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal, or adverse action.

(d) The use of Contractor owned computer equipment in Government spaces must receive prior approval through the Government Information Assurance Manager.

C.10.3.2 Cybersecurity

(a) Some efforts being performed under this contract will require the performing Contractor personnel to have access to Government Information Technology (IT) Systems.

(b) The Contractor shall ensure the performing employee is trained/certified in Information Assurance commensurate with their level/category of access, as well as the computing environment certifications (Microsoft, Unix/Linux, etc.).

(c) Contractor personnel whose IT access is limited to routine usage of NMCI assets and routine access to NSWCDD business systems that requires IA training in accordance with reference DoDD 8140.01.

(d) Contractor personnel whose IT access falls under the Technical Category, Management Category, Architecture and Engineering Specialty, or Network Defense-Service Provider Specialty require IA training and certification in accordance with DoDD 81 40.01.

C.10.4 Sensitive, Proprietary, and Personal Information

(a) Work under this contract may require that personnel have access to Privacy Information.

(b) Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code Section 552a and applicable agency rules and regulations. Access to, and preparation of, sensitive information subject to Privacy Act and Business Sensitive safeguarding and destruction may be required in the performance of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas.

(c) All personnel with access to Privacy Act data in support of this contract shall sign a Privacy Act certification.

C.10.5 Electronic Spillages

(a) Electronic Spillages (ES) are unacceptable and pose a risk to national security.

(b) An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., Sensitive Compartmented Information (SCI) onto collateral, Secret onto Unclassified, etc.).

(c) The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCCD and a lack of attention to detail regarding the handling of classified information of IS security discipline and will be reflected in the Contractor's performance rating.

(d) If a Contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the Contractor.

(e) NSWCCD Security will be responsible for the corrective action plan in accordance with the security guidance reflected on the DoD Contract Security Classification Specification - DD Form 254. NSWCCD Security will identify the Contractor facility and contract number associated with all electronic spillages during the investigation that involve Contractor support. NSWCCD Security will notify the Contracts Division with the Contractor facility name and contract number, incident specifics and associated costs for clean-up.

(f) The Contracting Officer will be responsible to work with the Contractor to capture the costs incurred during the spillage clean up. The

Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs additional training will be required to prevent recurrence.

C.10.6 Portable Electronic Devices (PED)

(a) Non-Government and/or personally owned Portable Electronic Devices (PED) are prohibited in all NSWCDD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to, and including, Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with this PED policy. NSWCDD instruction defines PEDs as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDs include, but are not limited to, pagers, laptops, radios, compact discs, and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPads, digital picture frames, electronic book readers, kindle, nook, cameras, external hard disk drives, and floppy disks.

(b) PEDs belonging to an external organization shall not be connected to NSWCDD networks or infrastructure without prior approval from the NSWCDD Information Assurance and Compliance Branch. This approval will be granted using the TARIS form and action tracker process. Personal Wearable Fitness Devices (PWFDs) marketed primarily as fitness or sleep devices are allowed in all Navy spaces where collateral non-Sensitive Compartmented Information (SCI), classified information is processed, stored, or discussed up to and including secret. User must ensure PWFD is compliant with all requirements in NAVADMIN 216/15, Cyber Hygiene Authorization to use Personal Wearable Fitness Devices (e.g., FitBit, Jawbone UP, etc.) in Navy Spaces, dated 14 September 2015 and register PWFD in the NSWCDD Fitness Device Tracker.

(c) Personal Wearable Fitness Devices (PWFDs) marketed primarily as fitness or sleep devices are allowed in all Navy spaces where collateral non-Sensitive Compartmented Information (SCI), classified information is processed, stored, or discussed up to and including secret. User must ensure PWFD is compliant with all requirements in NAVADMIN 216/15, Cyber Hygiene Authorization to use Personal Wearable Fitness Devices (e.g., FitBit, Jawbone UP, etc.) in Navy Spaces, dated 14 September 2015 and register PWFD in the NSWCDD Fitness Device Tracker.

(d) Personnel requiring the use of Medical Portable Electronic Devices (MPEDS) must submit Form NSWCDD 5239/1 for SCIF authorization to the SCIF authorizations to the Special Security Officer (SSO). For SAFF, authorizations follow the guidance provided by the Government Special Access Program Security Officer (GSSO). Authorizations for use in SAPFs that are co-utilized within NSWCDD SCIFS require coordination between both the GSSO and SSO. For authorizations to use MPED in Collateral Classified spaces, submit form to the Special Programs Branch, Code 1053.

(e) PED's belonging to an external organization shall not be connected to NSWCDD networks or infrastructure without prior approval from the NSWCDD Information Assurance and Compliance Branch. This approval will be granted using the TARIS form and action tracker process. Personally owned hardware or software shall not be connected or introduced to any NSWCDD hardware, network or information system infrastructure.

(f) Navy-issued peripheral: Government procured headsets with or without microphones must be wired, use either a 3.5 millimeter (mm) audio jack or universal serial bus (USB) port, cannot contain active-noise cancelling functionality and may be used on systems and may be used on systems of classification up to and including collateral Top Secret. The headsets are considered unclassified when unplugged, and must be unplugged when not in use within classified spaces or when classified discussions are taking place in unclassified spaces.

- (g) Government procured Bluetooth earbuds and headsets that do not require a USB dongle or any other physical connection to enable wireless connectivity are allowed for use on government issued tablets, phones, and personal devices in telework environments or unclassified general office space where no classified discussion are occurring.
- (h) Web cameras may only be used on systems at the classification level of the space. For example, in a collateral SECRET open storage area an external web camera may be commented to the SECRET workstation only. No camera pass is required for these devices.
- (i) Government provided printers and/or scanners are authorized in a telework environment. Users must ensure that any paper or media containing controlled unclassified information (CUI) or unclassified information not authorized for public release is safeguarded by locking in a drawer, cabinet or room. CUI and unclassified information not approved for public release must be returned to the worksite for destruction.
- (j) Government issued peripherals may be used on personal devices.
- (k) While connected to any Navy network, whether on site or while in a telework environment, the use of headsets with microphones and web cameras are restricted to official government duties.

C.10.7 Operations Security

- (a) Contractor personnel shall follow OPSEC concepts and principles in the conduct of this requirement to protect critical information, personnel, facilities, equipment, and operations from compromise. All Contractors (including Sub-contractors) shall supplement their current security practices by requiring any personnel involved in executing this contract to complete Government-sponsored and administered Operations Security (OPSEC) training. In addition, all Contractors should be aware of the Critical Information and Indicators List (CIIL) for the organization they are supporting as well as the OPSEC plan for NSWCDD. These OPSEC requirements will be in effect throughout the life of the procurement from award through the conclusion of services at the end of the period of performance (PoP) or other procurement termination. The Contractor must immediately notify the Government upon the discovery of any nonconformance with the OPSEC Plan.
- (b) Upon contract award, all identified Contractors (including Sub-contractors) shall sign a Contractor's conformance statement and submit it to the NSWCDD COR named in Block 13 of the attached DD Form 254 thereby acknowledging that they will meet the requirements of this requirement.
- (c) The COR shall contact their Department Training Coordinator to schedule key employees to attend the Government-sponsored OPSEC training.
- (d) The Contractor must immediately notify the Contracting Officer, COR, and Industrial Security Officer upon the discovery of any nonconformance with the OPSEC Plan.

C.10.8 Identification Badges

- (a) The Contractor shall be required to obtain identification badges from the Government for all Contractor personnel to be located on Government property. The identification badge shall always be visible while employees are on Government property.
- (b) The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges.
- (c) The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the appropriate Security Office within forty-eight (48) hours following completion of the contract, relocation, reassignment, or termination of an employee, and upon request by the Contracting Officer.
- (d) The Contractor shall ensure that all employees who have a Common Access Card (CAC) turn in the upon termination of their employment under this contract order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise NSWCDD Physical Security of all changes in their personnel requiring NSWCDD base access.
- (e) For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCDD Physical Security in advance of the date, time, and location where the NSWCDD representative may physically retrieve the CAC badge prior to the employee departing the Contractor's facility. In the event the employee is separated in his or her absence, the Contractor shall immediately notify NSWCDD Physical Security of the separation and arrange between the former employee and NSWCDD Physical Security for the return of the badge.

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.

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.

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.

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ in response to NAVSEA Solicitation No. N0017822R3007.

(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.

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 e-mail. The e-mail shall include the Contractor employee's name, work site, and contract number.

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

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

(d) Any Contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the

Contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows: [To be specified at Task Order Award]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

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.

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, Sub-contractor 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.

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.

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

(a) A Post-award meeting with the successful Offeror will be conducted within fifteen (15) days after award of the Task Order. The meeting will be held at the address below: Location/Address: [*]

(b) The Contractor will be given [*] 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

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.

C-244-H002 SUB-CONTRACTORS/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 Sub-contractors 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-NxG fee rate caps for the Prime Contractor, or in the case where the proposed Sub-contractor is also a SeaPort-NxG Prime, (ii) fee rate caps that are no higher than the Sub-contractor's Prime SeaPort-NxG contract.

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.

Section D - Packaging and Marking

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D-211-H001 PACKAGING OF DATA (NAVSEA) (FEB 2022)

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), 32 CFR Part 117.

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

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

1. Name and business address of the Contractor
2. Contract number
3. Sponsor: _____ (Name of Individual Sponsor)
_____ (Name of Requiring Activity)
_____ (City and State)

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.

Section E - Inspection and Acceptance

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E.1 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

See Attachment J.5

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

Items 4000-4500--Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

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

Items 2000-2500--Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

Section F - Deliveries or Performance

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

2000 AA	09/21/2022 - 09/20/2023
2100 AA	09/21/2023 - 09/24/2024
2200 AA	09/21/2024 - 09/20/2025
2300 AA	09/21/2025 - 09/20/2026
2400 AA	09/21/2026 - 09/20/2027
2500 AA	09/21/2027 - 03/20/2028
3000 AA	09/21/2022 - 09/20/2023
3100 AA	09/21/2023 - 09/20/2024
3200 AA	09/21/2024 - 09/20/2025
3300 AA	09/21/2025 - 09/20/2026
3400 AA	09/21/2026 - 09/20/2027
3500 AA	09/21/2027 - 03/20/2028

F.1 PLACE OF PERFORMANCE

The primary place of performance of this Task Order is the Contractor's facility. During performance of this Task Order, the Contractor may be required to travel as part of the efforts listed in Section C. These travel locations are identified in Section C.7.1.7.

F.2 PERIOD OF PERFORMANCE FOR NOT SEPARATELY PRICED CLINs

The Period of Performance for the Not Separately Priced Items in Section B shall be concurrent with the Labor CLINs for the identified Base or Option Period in their CLIN descriptions.

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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.

Section G - Contract Administration Data

G.1 ACCOUNTING DATA

(a) Accounting Data will appear at the end of Section G.

(b) All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated.

(c) Under SeaPort-NxG, all funding is identified/obligated at the Sub-CLIN (SLIN) level. SLINs are established sequentially by SeaPort-NxG software.

(d) Each obligation of funds receives a unique SLIN identifier, unless funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area that is funded incrementally could have multiple SLINs.

(e) Accounting for expenditures at the SLIN level is required.

(f) The Contractor shall submit a receiving Report with each invoice submitted under this Task Order.

G.2 SPECIAL INVOICE INSTRUCTIONS

(a) Each SLIN providing funding designates a specific area/work area/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work-area/WBS-item level. Each identified project/work area/WBS shall be invoiced by its associated SLIN and ACRN.

(b) If multiple ACRNs are associated with a single project/work area/WBS, the Contractor shall consult with the Contracting Officer's Representative (COR) for additional invoicing instructions.

G.3 FUNDING PROFILE

It is estimated that these incremental funds will provide for the number of hours of labor stated below. The following table details funding to

date:

CLIN	CPFF	Funds This Action	Previous Funding	Total Funded Amount	Balance Unfunded	Funded Labor Hours

*To be completed by the Government at time of award based on funded amounts.

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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 DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s): (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items -

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

Not applicable.

(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.

Not applicable.

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

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

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

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract. [Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

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

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	**
Issue By DoDAAC	N00178
Admin DoDAAC**	N00178
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N00178
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	**
Other DoDAAC(s)	Not Applicable

**To be completed at time of award

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

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

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. dlgr_nswc_wawf@navy.mil (2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

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.

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 the following:

(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	Allotted to Cost	Allotted to Fee	Estimated Period of Performance for Allotment

*To be filled in at Task Order award

(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 that are fully funded are 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.

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	Type of Payment	Supply	Service	Construction	Payment Office
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Payment Clause	Request				Allocation Method
<ul style="list-style-type: none"> • 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		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.
<ul style="list-style-type: none"> • 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.
<ul style="list-style-type: none"> • 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 Service Contracts and Transportation-Related Services Contracts • 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.
<ul style="list-style-type: none"> • 52.232-5, Payments Under Fixed-Price Construction Contracts 	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.

• 52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
• 52.232-29, Terms for Financing of Purchases of Commercial Items • 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
• 52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
• 252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*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): The entire Task Order is cost-type.

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 subline 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, Sub-contractors 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 e-mail encryption code information directly to the Contracting Officer and Contracting Officer Representative (COR). Should the Sub-contractor lack encryption capability, the Sub-contractor may also e-mail 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 e-mail 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 e-mail notification as

required herein.

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

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

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

(c) The points of contact are as follows:

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

Name: Patricia Woodhouse (0252).

Address: 17632 Dahlgren Road Dahlgren, VA 22448

Phone: (540) 284-7094

E-mail: patricia.l.woodhouse2.civ@us.navy.mil

(ii) The Contract Specialist is:

Name: Ashley Newton (0252).

Address: 17632 Dahlgren Road Dahlgren, VA 22448

Phone: 540-653-7885

E-mail: ashley.n.newton10.civ@us.navy.mil

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

[to be identified at Task Order award].

Address: [*]

Phone: [*]

E-mail: [*]

(d) The Contracting Officer's Representative (COR) is the Contracting Officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort that 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:

[to be identified at Task Order award].

Address: [*]

Phone: [*]

E-mail: [*]

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

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

[to be identified at Task Order award].

Address: [*]

Phone: [*]

E-mail: [*]

(f) The Technical Point of Contact (TPOC) is the Contracting Officer's representative for technical matters when a COR is not appointed. The TPOC is responsible for technical issues of contract administration, such as providing all items of Government-furnished information (GFI), Government-furnished material (GFM), and Government-furnished equipment (GFE), if specified in the contract as well as the inspection and acceptance of all contract deliverables.

The Technical Point of Contact (TPOC) is:

[to be identified at Task Order award].

Address: [*]

Phone: [*]

E-mail: [*]

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

The Ombudsman is:

Name: Kristofer Parker.

Address: 17632 Dahlgren Rd, Ste 157, Dahlgren, VA 22448

Phone: (540) 653-4806

E-mail: Kristofer.parker@navy.mil

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

[to be identified at Task Order award]

Address: [*]

Phone: [*]

E-mail: [*]

*To be completed at contract award

(End of Text)

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

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by 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.

(f) The hours of operation are as follows:

AREA	FROM	TO
ALL Departments	0800 EST	1600 EST

(g) All deliveries to the Receiving Officer, **NSWCDD**, shall be made Monday through Friday from **0800 to 1600**, local time. Deliveries will not be accepted after **1600**. No deliveries will be accepted on federal government holidays.

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

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

APPROVING SUB-CONTRACTORS (b) In accordance with FAR 42.302

(b) The following additional functions are delegated to the ACO:

None

Section H - Special Contract Requirements

H.1 LABOR CATEGORIES/QUALIFICATIONS

See Attachment J.3 for Key Personnel Qualifications.

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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 Subpart 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 (3) years after completion of performance of this contract.

(e) The prohibitions contained in Sub-paragraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any Sub-contractor, 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 Sub-contractor, 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 Sub-contractor, or as a consultant to a Prime Contractor or Sub-contractor, any system, component, or services that 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, Sub-contractor, 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 that 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 that involve access to information or situations/conditions covered by the preceding Paragraphs, substituting "Sub-contractor" 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 Sub-contractor direct labor (for those Sub-contractors 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 ____ 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 ____ 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 Sub-contractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 100% 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: [To be specified at Task Order Award]

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE
52.210-1	MARKET RESEARCH	NOV 2021
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-12	SUBCONTRACT CERTIFIED COST OR PRICING DATA	AUG 2020
52.215-21 ALT III	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA MODIFICATIONS	OCT 1997
52.215-21 ALT IV	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA MODIFICATIONS	OCT 2010
52.217-8	OPTION TO EXTEND SERVICES. (FILL-IN “15 Days prior to the end of the term contract”)	NOV 1999
52.222-2	PAYMENT OF OVERTIME PREMIUMS (FILL-IN “0”)	JULY 1990
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.244-2	SUBCONTRACTS (FILL-IN “All Subcontracts Regardless of Type”)	JUN 2020
252.203-7004	DISPLAY OF HOTLINE POSTERS	AUG 2019
252.204-7023	REPORTING REQUIREMENTS FOR CONTRACTED SERVICES	JUL 2021
252.225-7976	CONTRACTOR PERSONNEL PERFORMING IN JAPAN (DEVIATION 2018-O0009)	AUG 2018
252.239-7000	PROTECTION AGAINST COMPRISING EMANATIONS	OCT 2019

All clauses in the Offerors MAC Contract apply to this Task Order, except for the following:

52.219-6

52.219-14

52.219-17

52.219-18

52.219-27

Note: Regarding FAR 52.244-2 -- SUBCONTRACTS (JUN 2020), Sub-contracting arrangement with any firm not included in the Contractor's basic MAC Contract must be submitted to the basic MAC Contracting Officer for approval.

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) Definitions. As used in this clause—

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment , and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

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

(a) The Government may extend the term of this Contract by written notice(s) to the Contractor within the periods specified below. If more than one (1) option exists, the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

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ITEMS	LATEST OPTION EXERCISE DATE
2100, 3100, 4100	No later than 15 days prior to the end of the contract term of CLINs 2000 & 3000 & 4000
2200, 3200, 4200	No later than 15 days prior to the end of the contract term of CLINs 2100 & 3100 & 4100
2300, 3300, 4300	No later than 15 days prior to the end of the contract term of CLINs 2200 & 3200 & 4200
2400, 3400, 4400	No later than 15 days prior to the end of the contract term of CLINs 2300 & 3300 & 4300

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

(c) The total duration of this Contract, including the exercise of any option(s) under this clause (to include surge), shall not exceed five (5) years, however, in accordance with Paragraph (j) of the requirement of this Task Order entitled "LEVEL OF EFFORT - ALTERNATE I", (H-216-H002), if the total man hours delineated in Paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of man-hours specified in Paragraph (a) of the aforementioned requirement have been expended.

Section J - List of Attachments

Attachment Number	File Name	Description
Exhibit A	Exhibit A_CDRLS.pdf	Exhibit A_CDRLS
J.1	J.1 BIDDING 005-22_DD254.pdf	DD254
J.2	J.2 COR Appointment Letter (Placeholder).pdf	J. 2 COR Appointment Letter (Placeholder)
J.3	J. 3 KEY PERSONNEL QUALIFICATIONS.pdf	J.3 Key Personnel Qualifications
J.4	J.4 GFP_N00178-22-R-3007.xlsx	GFP
J.5	J.5 - QASP_N0017822R3007.docx	J.5 QASP
L.1	L.1 Staffing Plan_Matrix Template.xlsx	Staffing Matrix
L.2	L.2 Previous Contracting Effort.docx	L.2 Previous Contracting Effort
L.3	L.3 Cost Summary Format.xlsx	Cost Summary

Section K - Certifications and Representations

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

Offerors are not required to submit their annual representations or certifications in response to this Solicitation or its subsequent Contract award, if any, as its representations and certifications are already incorporated at the MAC level per MAC clause 52.204-8. Additional representations and certifications, specified below, shall be submitted with the Offeror's proposal to this Task Order solicitation.

PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE	DATE
252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS.	NOV 2011
252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT 2016
252.204-7016	COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION.	DEC 2019
252.204-7017	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES —REPRESENTATION	MAY 2021
252.225-7973	PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS - REPRESENTATION DEVIATION (2020-O0015)	MAY 2021
252.225-7974	REPRESENTATION REGARDING PERSONS THAT HAVE BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005)	FEB 2020
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN 1995
252.239-7000	REPRESENTATION OF USE OF CLOUD COMPUTING	OCT 2019
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)	APR 2021

PROVISIONS INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 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 Paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in Paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in Paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in Paragraph (c)(2) of the provision at [52.204-26](#), or in Paragraph (v)(2)(ii) of the provision

at [52.212-3](#).

(a) Definitions. As used in this provision—

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

(e) Disclosures.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

52.230-7 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful Offeror will be required to deliver technical data, the Rights in Technical Data—Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

(2) If a successful Offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its Sub-contractors or suppliers, or potential Sub-contractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its Sub-contractors or suppliers or potential Sub-contractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software

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

Technical Data or Computer Software to be Furnished with Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer

software documentation identify the software or documentation.

******Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

*********Enter "none" when all data or software will be submitted without restrictions.

Date: _____

Printed Name and Title: _____

Signature: _____

(End of identification and assertion)

(e) An Offeror's failure to submit, complete, or sign the notification and identification required by Paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in Paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

K-227-W001 INSTRUCTIONS FOR OBTAINING EXPORT-CONTROLLED TECHNICAL DATA (NAVSEA) (OCT 2018)

(a) An Offeror may not receive export-controlled technical data, which is specified in this solicitation, unless the Offeror is a qualified U.S. contractor as defined in Paragraph (b). See Paragraph (c) and (d) for instructions on becoming a qualified U.S. Contractor. Questions about this program or DD Form 2345 should be addressed to U.S./Canada Joint Certification Office, Defense Logistics Information Services

(DLIS), Federal Center, 74 Washington Avenue North, Battle Creek, MI 49017-3084; or telephone (616) 961-4358, toll free (800) 352-3572; or email jcp-admin@dlis.dla.mil.

(b) By Department of Defense (DOD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, ___ certifies ___ does not certify, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. Contractor is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data is needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data is needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows of no person employed by it, or acting on its behalf, who will have N0017822R3007 access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(c) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to U.S./Canada Joint Certification Office, Defense Logistics Information Services, Federal Center, 74 Washington Avenue, North, Battle Creek, MI 49017-3084.

(d) Canadian Contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLIC.

Section L - Instructions, Conditions & Notices

PROVISIONS INCORPORATED BY REFERENCE

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

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

PROVISION	TITLE	DATE
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.233-2	SERVICE OF PROTEST (FILL-IN ““NSWCDD ATTN: Kevin Deal, Code 0252, 17632 Dahlgren Rd, Bldg 183, Rm 106 Dahlgren, VA 22448””)	SEP 2006
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015
252.215-7008	ONLY ONE OFFER	JUL 2019
252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR PRICING DATA-BASIC	JUL 2019

PROVISIONS 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.

52.216-1 TYPE OF ORDER (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee for Labor CLINs, Cost-Only for ODC CLINS, and Not-Separately-Priced (NSP) CLINs for Data, Level of Effort contract resulting from this solicitation. The resultant contract will have a base period of twelve months, plus four option periods each consisting of twelve months for a total of sixty (60) months, if all options are exercised.

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 does 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.

L-209-H009 NOTIFICATION OF POTENTIAL ORGANIZATIONAL OR PERSONAL CONFLICT(S) OF INTEREST (NAVSEA) (APR 2022)

- (a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, either as a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to The Department of the Navy or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all-inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (OCI) or similar requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an OCI or similar requirement in current or completed contract(s), the Offeror shall comply with FAR subpart 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI or similar requirement.
- (b) Offerors also are reminded that certain potential conflicts of interest may arise where an Offeror has unequal access to nonpublic information about a competitor that may provide the Offeror with an unfair competitive advantage and preclude, restrict or limit participation, in whole or in part, either of the individual, subcontractor or prime contractor under this competitive procurement. For example, a potential conflict may arise if former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror may have gained access to nonpublic information about a competitor through participation in previous or ongoing performance or during the solicitation development/source selection process associated with this competitive procurement, and then participates in the formation of the Offeror's proposal. Other potential conflicts of interest may arise where either the former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror under this competitive procurement set the ground rules for competition; for example, by drafting specifications or assisting in the drafting of the statement of work. General guidance may be found in FAR 3.101 and 9.505; however, this guidance is not all-inclusive.
- (c) If an Offeror identifies a potential conflict of interest that exists at any tier, that Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract or previous source selection's solicitation number and name and phone number of the Contracting Officer for the contract which gives rise to a potential conflict of interest; (2) a copy of the requirement; (3) the statement of work and technical instruction from the existing contract, as applicable; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; (5) a brief description of the individual's, subcontractor's, or teaming partner's unequal access to nonpublic information about a competitor, which may lead to a conflict of interest in the formation of the Offeror's proposal, or establishment of ground rules for this competitive procurement, as applicable; (6) an OCI mitigation plan, as applicable; and (7) 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. The requirement to identify potential conflicts of interest as outlined herein continues until contract award. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.
- (d) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the

Government's rights to make a conflict of interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk regardless of whether the Government determines a personal or organizational conflict of interest does or does not exist.

(e) Any potential prime contractor which proposes an individual, subcontractor, or teaming partner 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 individual, subcontractor or teaming partner. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(f) If the Offeror determines that a potential organizational and/or personal conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

L-215-H004 INSTRUCTIONS FOR PRICING OF CONTRACT DATA REQUIREMENTS LIST (NAVSEA) (OCT 2018)

(a) The Offeror shall complete the "Price Group" (Block 17) and "Estimated Total Price" (Block 18) of each data item on the Contract Data Requirements List (CDRL) of this solicitation using the following instructions: (1) Block 17. Use the specified price group defined below in developing estimated prices for each data item on the DD Form 1423:

(a) Group I. Definition - Data which is not otherwise essential to the Offeror(s) performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

(i) Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

(b) Group II. Definition - Data which is essential to the performance of the primary contracted effort, but the Offeror is required to perform additional work to conform to Government requirements regarding depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

(i) Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

(c) Group III. Definition - Data which the Offeror must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

(i) Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data items to the Government.

(d) Group IV. Definition - Data which is developed by the Contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

(i) Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

(2) Block 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. The estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The entry "N/C" for "no charge" will be acceptable. The estimated price shall not include any amount for rights in data. The Government's rights to use the data shall be governed by the pertinent provisions of the contract.

L-215-H006 SUBMISSION OF QUESTIONS BY OFFERORS--BASIC (NAVSEA) (MAR 2019)

(a) Offerors may submit questions or request clarification of any aspect of this solicitation. It is the Offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the SOW or PWS (as applicable) and other solicitation documents attached hereto or incorporated by reference. Each question should identify solicitation number, document, page number, Paragraph number or other identifier relating to the question. Questions without this information may not be answered. Acknowledgment of questions received will not be made.

(b) The deadline for receipt of questions is no later than 1630 EST on the 10th day following the RFP issue date. 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-NxG Portal to the point of contact listed for this Solicitation. Responses will be posted to the SeaPort-NxG Portal.

L-216-H001 TASK ORDER GENERAL INFORMATION (NAVSEA) (OCT 2021)

(a) This requirement is currently being satisfied by N00178-04-D-4080/N00178-17-F-3009. This is a follow-on requirement.

(b) Work performed under this task order will support Combat System Computer Program Fleet Support.

(c) The Government requirement is 577,132 total man hours (surge included) for this effort across five (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 20% and does not preclude participation by small businesses as the prime contractor.

(e) There was not an Industry Day held for this requirement. Offerors may access all pertinent information via the SeaPort-NxG portal under the Opportunities title "N0017821R3033 - Fleet Support"

(f) Questions to this solicitation shall be submitted in the SeaPort-NxG portal. Questions submitted later than 10 business days may not receive a response before the solicitation closes.

(g) Proposal in response to this solicitation shall be valid for 270 calendar 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 Sub-contractor) 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.1 ELIGIBILITY

This is a fair opportunity ordering process under FAR 16.505(b)(1). This is not a source selection under FAR Part 15. The source selection rules and procedures set forth in FAR subparts 15.1, 15.2, and 15.3 do not apply.

The following instructions apply to this Task Order.

(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, "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) Task Order Award:

(1) The Government intends to award a Task Order, which results from this solicitation to the responsible Offeror whose proposal represents the best value to the Government under the selection criteria set forth in Section M of this 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 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.

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

(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract 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.

(7) A cost realism analysis will be performed, and will be considered in evaluating performance or schedule risk. However, a cost realism analysis may be limited to only those proposals that stand a reasonable chance for award.

(8) Pre-award notifications will not be made, but we will make post-award notifications and provide debriefings in accordance with FAR 16.505(b)(6).

(9) Task Order award shall be made in accordance with SeaPort-NxG Section C.8 TASK ORDER PROCESS and the SeaPort-NxG CONOPS.

L.2 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL L.2.1 GENERAL INSTRUCTIONS TO OFFERORS

Offerors are cautioned to follow the instructions provided in this section carefully to assure the Government receives consistent information in a form that will facilitate proposal evaluation. The offer shall be compliant with the requirements as stated in the solicitation and applicable attachments. Non-conformance with the instructions provided in the solicitation and this section may result in an unfavorable proposal evaluation or rejection of the proposal. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims.

(a) Proposals must be received via the SeaPort-NxG Portal by the closing date/time in order to be considered responsive. Any proposal modification or revision not received/submitted in the portal by the exact time specified for receipt of offers is "late" and will not be considered. The Solicitation will close at the exact date and time specified in the Solicitation and Offerors will be unable to submit/upload their proposal after that time. Each proposal submitted in the portal is time/date stamp recorded by the portal at time of proposal upload. Proposals may be withdrawn by written notice to the Contracting Officer provided such notice is received prior to contract award.

(b) In the rare event the portal is down or inaccessible, an Offeror shall immediately notify the Contracting Officer via e-mail prior to the Solicitation closing date and time in order to submit a proposal electronically outside the portal. The Offeror shall also contact the SeaPort-NxG helpdesk to register a help ticket/notice that the portal is down or inoperable. Failure to notify the Contracting Officer prior to Solicitation closing will automatically deem an Offeror's proposal as late.

(c) The completion and submission to the Government of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions in this Solicitation. All pages of the Technical Proposal and Cost Proposal shall be numbered and a Table of Contents provided for each. The offer consists of and must include the information stated in Sections L.5 through L.9.

L.3 ESTIMATED START DATE OF AWARD

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract start date of 21 September 2022. This date is only an estimate of the anticipated contract start date and will be used for the purpose of proposal evaluation only. A definitive start date will be incorporated into the contract award document. Offerors are further advised that the Government anticipates to award this requirement in September 2022. The performance is expected to begin on 21 September 2022.

L.4 PROPOSAL

L.4.1 PROPOSAL FORMAT

In order to maximize efficiency and minimize the time for proposal evaluation, all Offerors shall submit their proposals in accordance with the format and content specified. The electronic proposal shall be prepared so that if an evaluator prints the proposal it meets the following format requirements:

- (1) Submissions shall be clearly legible and on 8.5 x 11 inch paper.
- (2) All files shall be compatible with Microsoft Office Suite.
- (3) Adobe (.pdf) files are allowable for documents containing original signatures.
- (4) Cost proposal shall contain spreadsheets in Microsoft Excel software, with all file names with the file extension ".xls" or ".xlsx".
- (5) Spreadsheets provided for all Prime AND Sub-contractors shall include all calculations in the cells (i.e. show all formulas). Evaluating Contract Specialist SHALL be able to determine how all direct and indirect rates are calculated. DO NOT hard enter data where formulas were used to calculate the entered value.
- (6) The spreadsheets shall be formatted for printing on 8.5 x 11 inch paper.
- (7) The spreadsheets (landscape orientation) shall be formatted for printing such that all data is in a font no smaller than 10 point Times New Roman and row and column headings appear on each printed page.
- (8) Prime/Sub-contractor Cost Summaries shall be submitted using Microsoft Office Excel in the Cost Summary Format provided as an attachment in Section J.
- (9) Single-spaced typed lines.
- (10) Narratives related to the cost/price summary data may be provided in Microsoft Word.
- (11) Newspaper column formatting is not permitted.
- (12) One (1) inch margins on all sides.
- (13) Minimum font size shall be 10 point.
- (14) Photographs, hyperlinks, video/audio clips are not permitted.
- (15) Tables are permitted.
- (16) No ZIP files.
- (17) No foldout pages.
- (18) Instructions regarding use of certain electronic products (i.e. Microsoft Office, Excel, Adobe) listed herein shall not be construed as Government endorsement of specified products.
- (19) 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 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]";

(20) 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, mark each sheet of data, other than the title page, that 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." Note: The above requirements apply equally to all Sub-contractors. (b) Sub-contractor proposals consist of the following item:

(1) Sub-contractors' Cost Volumes are to consist of the Sub-contractors' unsanitized Cost Proposal spreadsheet and supporting Cost Narrative. (2) Sub-contractors need not show unused rows in their spreadsheets submitted for Government review/analysis.

(c) Sub-contractors or Consultants not possessing a DUNS number and CAGE code shall transmit their unsanitized proposals in an appropriately password protected manner to their respective Prime Contractor for inclusion within the Prime Contractor's proposal submission package within the SeaPort-NxG Vendor Site. Sub-contractors and Consultants submitting their password-protected Cost Proposals through the Prime Contractor in this manner shall ensure that the applicable passwords are communicated via email to the Contracting Officer at patricia.woodhouse@navy.mil and the Contract Specialist at ashley.n.newton@navy.mil.

L.4.2 PROPOSAL ORGANIZATION The Offeror shall prepare the proposal as set forth in the Proposal Organization Table below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits specified in the table. The contents of each proposal volume are described in the Paragraphs noted in the table.

Proposal Organization			
Volume	Paragraph(s)	Volume Title	Written Page Limit
I.	L.5	Offer Letter	3
II.	L.6	Technical Proposal	100
III.	L.7	Past Performance	3 pages per company/rating
IV.	L.8	Cost/Price Proposal	Unlimited
V.	L.9	Organizational Conflict of Interest Mitigation Plan	Unlimited

L.4.3 PROPOSAL PAGE LIMITATIONS

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read, and will not be considered and will not be included in the evaluation of the proposal. Each page shall be counted except for the following: cover pages, table of contents, list of tables, cross reference tables, glossaries, acronym lists, OCI Mitigation Plans, Sub-contractor/teaming agreements, resumes and information assurance certifications.

L.4.4 FILE NAMING CONVENTION

All files must be submitted in the following formats:

Offer_Letter_Company Name_ Volume ##

Example: Offer_Letter_Company X_ Volume I

Technical_Company Name_Document Name_Volume #

Example: Technical_Company X_Technical and Management_Volume II

Past Performance_Company Name_Document Name/Attachment #_Volume #

Example: Past Performance_Company X_Previous Contracting Efforts_Volume III

Cost_Company Name_Document Name_Vol # (or Attachment Number)

Example: Cost_Company X_Cost Narrative_Volume IV

Example: Cost_Company X_Cost Summary_Attachment 1

Contract Documentation_Company Name_Document Name_Vol # (or Attachment Number)

Example: Contract Documentation_Company X_OCI Mitigation_Volume V

Example: Contract Documentation_Company X_Cost Documentation_Contract Fill-ins

L.4.5 CROSS REFERENCE TABLE

(a) To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation, which is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-Referencing is not included in the page count.

(b) The Offeror shall fill out the Solicitation Cross Reference Matrix (Example template of Cross Reference Matrix is below, but may be tailored and proposed differently at the Offeror's discretion), indicating the proposal reference information as it relates to Sections L & M. Place the Cross Reference Matrix after the Table of Contents within each volume. If this matrix conflicts with any other requirement, direction, or provision of this Solicitation, the other reference shall take precedence over this Paragraph.

Cross Reference Matrix			
Description	Section L	Section M	Proposal Reference
FACTOR 1: TECHNICAL	L.6	M.9.1	
Subfactor A – Technical Understanding/Capability/Approach	L.6.1	M.9.1 (A)	
Subfactor B – Workforce Management	L.6.2	M.9.1 (B)	
Subfactor C – Contract Management Approach/Capability	L.6.3	M.9.1 (C)	
FACTOR 2: PAST PERFORMANCE	L.7	M.9.2	
FACTOR 3: TOTAL EVALUATION COST (TEC)	L.8	M.9.3	

L.4.6 GLOSSARY OF ABBREVIATIONS AND ACRONYMS Each volume shall contain a glossary of all abbreviations and acronyms used, and with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

L.5 VOLUME I - OFFER LETTER

(a) The Offer Letter shall reference the Solicitation number and shall acknowledge that it transmits an offer in response to the Solicitation.

(b) The Offer Letter shall identify all enclosures being transmitted as part of the proposal, Contractor SeaPort-NxG basic Contract number, proposed Sub-contractors to be utilized under the contract, the CAGE code, DCMA, and DCAA for the Prime Contractor and all proposed Sub-contractors, and type of Subcontract the Prime will have with each Sub-contractor.

(c) The Offer Letter shall state proposal validity 270 days from proposal submission.

(d) Each Offeror shall complete all Solicitation Fill-Ins, including acknowledgement of all issued amendments.

(e) Section B - Offerors shall provide all pricing (including estimated cost and Fixed-Fee) IN WHOLE DOLLARS only (no cents) for each Line Item. The price for NSP items shall be included in the price of Labor CLIN(s). Offeror shall propose \$0.00 for this Line Item.

(1) Offerors shall also complete the Fixed-Fee Table in Section B-216-H006, FEE TABLE.

(2) At time of award, the number of labor hours listed in Section B of the Solicitation in the Base Period and each Option Period, will be changed to coincide with the number of hours reflected in the cost proposal of the successful offeror.

(3) Offerors should perform a quality check between the values provided for Section B and the values provided in their summary

spreadsheets to ensure consistency between the values provided. In the event of inconsistencies between Section B and the summary spreadsheets, Section B will govern.

(f) If it is believed that no conflicts of interest exist, then the Offeror shall clearly state this in its offer cover letter. If OCI issues are present or anticipated, Offerors shall provide details and submit an OCI mitigation plan in accordance with L.9 of this solicitation.

(g) Section H - Offerors shall complete the clause H-216-H002 LEVEL OF EFFORT – ALTERNATE I as instructed, separately identifying compensated and uncompensated hours (inclusive of Prime, Sub-contractors, and Consultants).

(h) Section K -Each Offeror shall include a statement regarding Representations and Certifications being incorporated or attached to offer.

L.6 VOLUME II-FACTOR 1: TECHNICAL PROPOSAL

The Technical Volume should be specific and complete. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the Technical Subfactors defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these Subfactors. By your proposal submission, you are representing that your firm will perform all the requirements specified in the Solicitation. Do not merely reiterate the objectives or reformulate the requirements specified in the Solicitation.

*Note: No cost/pricing information shall be contained in the technical proposal.

The Technical Volume shall be organized according to the following general outline:

- (1) Table of Contents
- (2) List of Tables
- (3) Glossary
- (4) Cross Reference Matrix
- (5) Subfactor A: Technical Understanding/ Capability/Approach
- (6) Subfactor B: Workforce Management
- (7) Subfactor C: Contract Management Approach/Capability

In further detail, each proposal will be organized according to the outline listed in Section L.4.2.

Mandatory Requirements

As part of the Technical Proposal, Volume I, the Offeror shall include a section demonstrating that the Offeror meets all facility and personnel security requirements listed in Section C.4.6. The section of the Technical Proposal shall clearly identify the address and CAGE Code of the primary work facility. The facility must have a SECRET FCL by the time of award. The Offeror shall also state that all personnel performing any portion of the work under this requirement will possess a personnel clearance at the SECRET level or higher prior to starting work on tasks requiring a SECRET clearance. An INTERIM personnel clearance is acceptable pending the result of a full clearance investigation. In addition, the Offeror shall state that all facility and personnel security requirements will be maintained throughout the life of the contract.

L.6.1 SUBFACTOR A: TECHNICAL UNDERSTANDING/CAPABILITY/APPROACH

(a) The Offeror shall demonstrate specific knowledge, capability, and experience (both Prime and Sub-contractors) to perform all aspects of the tasks in accordance with the Statement of Work. The Offeror shall describe specific capabilities and experience to demonstrate its ability to support the tasks described Paragraph C.4 of the Statement of Work and its understanding of the interdependencies/interrelationships of the required support. The Offeror shall describe specific capabilities and experience to demonstrate its ability to support the tasks described in Section C, the Statement of Work. The Offeror shall address their technical approach to facilitate frequent collaboration, including short notice collaboration, with the Government via email, teleconference, and face-to-face meetings.

(b) The Offeror shall not simply rephrase or restate the Government's requirements in the proposal. The Offeror shall provide sufficient

details and convincing rationale that address how the Offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of its facilities, capabilities or experience.

(c) The Offeror must include sufficient details to permit a complete and accurate evaluation of the proposal. The proposal must demonstrate the Offeror's understanding of the requirements and the feasibility of the approaches to meet those requirements. Clear identification is the sole responsibility of the Offeror. Proposal contents that appear to be unreasonable, unrealistic, unsupported, unclear, and/or deficient will be identified. Proposals that merely offer to perform work in accordance with this Solicitation, or which fail to present more than an indication of capability of compliance with the technical requirements without elaboration shall be deemed to be unacceptable and shall not be considered further. Offerors shall identify technical uncertainties and assumptions within the requirements set forth in the Solicitation and provide specific courses of action for their resolution. Offerors are cautioned that failure to provide the necessary information may result in their ratings being downgraded accordingly.

L.6.2 SUBFACTOR B: WORKFORCE MANAGEMENT

Labor Category	Base	OY1	OY2	OY3	OY4	52.217-8	Total
Program Manager [Key]	1,945	1,945	1,945	1,945	1,945	973	10,698
Lead Senior Systems Engineer [Key]	11,670	11,670	11,670	11,670	11,670	5,835	64,185
Senior Systems Engineer [Key]	1,945	1,945	1,945	1,945	1,945	973	10,698
Lead Senior Systems Engineer	2,723	2,723	2,723	2,723	2,723	1,362	14,977
Senior Systems Engineer	16,377	16,377	16,377	16,377	16,377	8,188	90,073
Intermediate Systems Engineer/Analyst	46,641	46,641	46,641	46,641	46,641	23,321	256,526
Junior Engineer/Analyst	18,011	18,011	18,011	18,011	18,011	9,005	99,059
Program Management Support	2,431	2,431	2,431	2,431	2,431	1,216	13,372
Technical Support Specialist	3,190	3,190	3,190	3,190	3,190	1,595	17,544
Total*	104,933	104,933	104,933	104,933	104,933	52,466	577,132

*Offerors may propose additional administrative support as addressed below in L.8.2

(a) The table above provides estimated composition of the annual hours by Labor Category. The Offeror shall propose the Level of Effort provided below.

(b) Offerors shall provide a matrix demonstrating how they shall provide personnel to support areas described in the SOW. Attachment L.1 provides the format for the Staffing Matrix. Sub-contractors' information shall be included under the Prime Contractor's submission.

(c) To account for the option period(s) possible under FAR 52.217-8 (maximum of six months), Option to Extend Services, the Offeror's staffing matrix shall reflect an additional 6 months of the Offeror's final option period.

(d) Offerors shall provide a qualification summary for each non-key Labor Category which demonstrate that the personnel to be staffed for each position possess the skills and experience necessary to perform their proposed roles in the Offeror's proposed staffing plan. At a minimum, the Offeror shall address the following elements within each summary:

(1) Job functions to be assigned and responsibilities for each position;

(2) Minimum number of years of experience for the position, if any;

(3) Minimum educational requirements for the position, if any.

Note 1: In the event that a Contractor has not identified a firm candidate for proposed position said positions shall be addressed by including the word, "Pending" in lieu of an individual's name.

Note 2: A "Contingent Hire" is an individual who has committed, under a signed letter of intent, to being employed by the Offeror if the

Offeror is awarded the contract. All Contingent hires (Key and non-Key) shall have a letter of intent submitted in the Offeror's Written Proposal, Volume IV Cost/Price Proposal. The letter of intent is a separate written agreement signed by the potential employee(s) to work for the Offeror effective at contract award. Contingent hires under a Sub-contractor or Consultant's proposal shall provide this information either separately or included in its unsanitized cost proposal.

Note 3: Contractors submitting a proposal under subject Solicitation should attempt to minimize the number of proposed Labor Category personnel positions for which candidates have not been identified. From a U.S. Government proposal evaluation perspective, proposal risk in terms of "Technical Capability" and "Cost Realism" would be expected to increase when firm candidates have not been identified for proposed Labor Category personnel positions; when signed offer letters have not been provided for Contingent hires; or when the names in the staffing matrix do not match the names in the cost proposal.

Note 4: H-216-H002 LEVEL OF EFFORT - ALTERNATE I, Paragraph (i) permits performance of up to 100% of the hours at alternate worksites provided the Contractor has a company approved alternate worksite plan. Address whether or not your company has such an alternate worksite plan. If your company has an alternate worksite plan, provide details of the plan and how it would be implemented and utilized during contract performance.

Resumes shall be provided for Key Personnel that best demonstrate the Offeror's ability for successfully meeting the requirements of this contract, in accordance with Attachment J.3 Labor Qualifications. In order to facilitate proposal evaluation, resumes shall be submitted with the level of detail described below. The cut-off date for any employee certified experience shall be NLT the closing date of the Solicitation.

Key Labor Category	Level of Effort (Hours)
Program Manager [Key]	1,945
Lead Senior Systems Engineer [Key]	11,670
Senior Systems Engineer [Key]	1,945

Note 5: The Government may check any information included in the resume to include but not limited to employment history, educational background or certifications received.

In order to facilitate evaluation, all resumes shall be provided in the following format:

(1) HEADER

- Complete Name
- Current Employer
- Contract Labor Category
- Contractor Labor Category
- Percentage of time to be allocated to this effort upon award of this contract
- Current security clearance level per JPAS (identify if interim or final)
- Current work location
- Planned work location upon award of this contract.

(2) EDUCATION/PROFESSIONAL DEVELOPMENT

Show any degrees, honors, publications, professional licenses, specialized certifications, and other evidence of professional accomplishments that are directly relevant and will impact the Offeror's qualifications to perform under the contract. For education and training (if the position requires), the following format is required:

- Academic: Degrees(s); Date(s); Institution; Major/Minor
- Non-Academic: Course title, date(s), approximate length

- Professional licenses and specialized certifications*

*Note: The date obtained for each, as well as the date when each license/certification requires renewal.

(3) CHRONOLOGICAL WORK HISTORY/EXPERIENCE**

- Employer: Dates (month/year): Title(s) held

- Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e. Relevant Experience, Non-Relevant Experience).

**Note: If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an Offeror from describing relevant experience obtained in a six (6) month assignment for Company A as applicable to the entire 10-year employment with that firm, for example, and to ensure Offeror's proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment to permit comparison with required experience levels in Attachment J.3. Specific examples of work assignments, accomplishments, and products shall be provided.

Resumes shall not contain any Personally Identifiable Information other than the employee name and signature required in paragraph (h). PII is defined in DOD Directive 5400.11 dated 29 October 2014 and the Privacy Act.

Phrases such as "assisted with," "participated in," or "supported" are unacceptable, except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will NOT be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual.

Resume information shall be presented in bullet format.

Offerors shall note that the lack of specific definition in job responsibilities and timelines of services performed or products produced may be viewed as a lack of understanding of the Government's overall technical requirements.

All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles /responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered.

All gaps of more than six (6) months in between positions shall be explained.

Certification or correctness of information signed and dated by both the person named and the Offeror.

The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation No. N00178-22-R-3007 and intend to make myself available to work under any resultant contract to the extent proposed."

Employee Signature and Date Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. If the employee is not a current employee of the Offeror (or a proposed Sub-contractor), a copy of the accepted offer letter shall be provided in the Cost Proposal. This letter shall identify the projected start date and identifies the agreed-to salary amount.

L.6.3 SUBFACTOR C: CONTRACT MANAGEMENT APPROACH/CAPABILITY

(a) Offeror shall address their overall management approach and ability to plan, manage, and execute all efforts required by the SOW under this contract, including, but not limited to, Start-Up, controlling personnel, controlling utilization of resources, tracking deliverables, monitoring performance, and obtaining Government feedback Offeror shall describe processes to be used by contract technical leadership to ensure specific subtasks are being performed effectively and efficiently. Offeror shall provide specific details in the following areas:

(1) Project Organization Management Approach

(i) Offeror shall provide an organization chart that demonstrates the location of this work in the Offeror's organization and demonstrate how

this effort will receive sufficient corporate-level attention during performance. The plan shall describe the Offerors corporate structure and ability to manage a high performing team, describe the procedures in place for monitoring and controlling costs, and also demonstrate that the Offeror will be successful in undertaking these management and cost control efforts.

(ii) If teaming or Sub-contracting is contemplated, Offerors must provide a full description of:

Portions of the SOW that will be Sub-contracted and the extent (percentage division) of Sub-contracted tasks within the team;

Binding Agreements/arrangements the Offeror has executed, or draft agreements that will be executed contingent upon award of the contract, with its teammates and Sub-contractors as well as why and how such agreements/arrangements will benefit the Government and aid the Contractor in achieving the requirements and objectives of this effort;

Management structure for coordinating and controlling Sub-contractors and team members;

Sub-contractor deliverables to the Prime and payment tracking; Points of contact; and;

The sole bearer of ultimate responsibility for performance by the Sub-contractor and team members.

NOTE: While it is recognized that the Offeror's proposal submission may not be able to detail specifics that will only be determined post-award, the proposed Management Plan must demonstrate the concept of operation proposed to most effectively meet projected Task Requirements and integrate functional areas.

(2) Quality Assurance

(i) Offerors shall describe its Quality Control Program (QCP) as required in Section C.7 (e). The Offeror shall address how it will ensure that the service summary standards listed in Paragraph C.5 are met or exceeded throughout the life of this Task Order. The Offeror shall describe how its quality control program and plan ensure that the service summary standard are flowed down to all Sub-contractors performing under this Task Order.

(3) Personnel Recruitment/Retention/Skills Improvement

(i) Describe the corporate mechanisms applicable to all employees (practices, policies, procedures, and tools) that will be employed by the Prime Offeror and Major Sub-contractors to recruit, retain, and replenish (when necessary) enough qualified personnel with the requisite knowledge, skills, education, and experience to ensure successful accomplishment of the proposed technical and management approaches throughout the life of the contract. Evidence shall be presented of a personnel augmentation plan responding to workload fluctuations, which includes replacement of both Key and non-Key Personnel.

(ii) Provide corporate retention rates for the past three (3) years for the Prime Offeror and each Major Sub-contractor. A Major Sub-contractor is defined as a Sub-contractor proposed to provide ten percent (10%) or more of the LOE each year.

(iii) Provide corporate hiring metrics for the past three (3) years for the Prime Offeror and each major Sub-contractor.

(iv) Security procedures shall be discussed regarding provisions of adequate numbers of cleared personnel to perform the contract.

L.7 VOLUME III - FACTOR 2: PAST PERFORMANCE

Offerors shall have a minimum of three (3) past performance references for the Prime Contractor that reflects recent and relevant experience performed within the last five (5) years that demonstrate the ability to handle the scope and breadth of the proposed contract.

(b) An Offeror proposing Sub-contractor(s) that propose 10% or more of the LOE each year shall also submit one (1) Past Performance Reference for the proposed Sub-contractor(s).

If at least three (3) Sub-contractors do not meet the 10% threshold then a minimum of one reference shall be provided for three (3) Sub-contractors (or all Sub-contractors if at least three are not proposed) performing the largest portions of work under this effort.

(c) The Contracts identified should be relevant in that they are of similar scope, size, and complexity to the effort in this Solicitation and provide the most context and ability to measure whether the Offeror will successfully satisfy the current requirement. The Government will base its evaluation on the information presented, plus any additional past performance information the Government obtains from other sources.

- (d) The identified Contracts may be with Federal, State, or commercial customers.
- (e) Previous Contracting Effort Narrative provided as an Attachment L.2 detailing the following information:
 - (1) Describe how the scope for this past Contract/Task Order relates to the requirement being solicited in similar scope, size, and complexity.
 - (2) Describe significant achievements, challenges, or obstacles that were encountered during Contract performance and the measures taken to overcome them.
 - (3) Provide performance criteria/measures that were applied in evaluating performance, for each Contract identified. (The performance criteria/measures should be specific and show the target performance levels that are/were set forth under the applicable Contracts as well as the level of performance achieved, for the most recent Period of Performance of each Contract.)

NOTE: The Government reserves the right to use additional Contract performance data obtained from additional sources such as the Government's Contractor Performance Assessment Reporting System (CPARS) data base, personal knowledge, and any other references than those provided by the Offeror.

L.8 VOLUME IV: FACTOR 3: TOTAL EVALUATED COST (TEC) PROPOSAL

No technical information shall be submitted as part of the TEC Proposal.

The requirements of this Section apply equally to the Offeror and any proposed Sub-contractors regardless of Subcontract type. Specifically, all Sub-contractors are required to submit un-sanitized proposals showing unburdened labor rates, all indirect rates, and must include all calculations in the cells. (Reviewers must be able to recognize what cells are involved in calculating results.)

It is the responsibility of the Prime Contractor to ensure that all Sub-contractors provide information at this same level of detail regardless of the Subcontract pricing arrangement. Offerors shall provide a compliance matrix that references Cost Proposal contents with the requirements of Section L.4.5. This requirement applies equally to Sub-contractors.

The cost data shall be organized, and all pages shall be numbered and a table of contents provided.

L.8.1 COST SUMMARY

Offerors shall provide cost summary information in the format of RFP Attachment L.3, Cost Summary. The cost proposal shall contain spreadsheets in Microsoft Excel with all file names with the file extension ".xls" or ".xlsx" spreadsheets provided shall include all calculations in the cells; and the proposal shall reflect whole dollars only for every cell except hourly rate.

Offerors shall note that Attachment L.3 is an Excel Workbook containing four (4) spreadsheets. The first spreadsheet provides the required format for the Cost Proposal. The second spreadsheet contains supporting cost data. The third spreadsheet provides a suggested format for indirect budget information to support proposed indirect rates IAW Section L.8.4. The fourth spreadsheet provides the required format for identification of any individual with a fully burdened direct labor greater than \$187/hour.

When completing the labor portion of Attachment L.3, both the Prime Contractor and all Team Members shall list personnel in order, first by contract Labor Category, and secondly, by individual within the Labor Category, listed alphabetically by last name. Subtotals by Labor Category of the number of labor hours and direct labor dollars proposed shall be provided as well as a total quantity of hours and direct labor dollars by base and option year.

L.8.2 DIRECT LABOR The total contract Level of Effort identified in Section L.6.2, Staffing Approach/Capability, refers to the Government's estimated Labor Categories to execute the technical aspects of the SOW. Other corporate and local-level management as well as general and administrative support to include administrative/financial/clerical, program control, and contract business management/administration (to include progress report preparation) are overhead in nature except for those oversight or administrative functions performed by the Prime Contractor's proposed Program Manager. The Offeror is permitted to propose such effort as a direct charge if it is in accordance with its standard DCAA-approved practice to do so. Such hours SHALL BE ADDED to the total number of technical hours proposed. The Labor Category to be used is "Management and Support". If no "Management and Support" hours are proposed, the hours will NOT be allowed as a direct charge under the resulting contract. The proposed LOE should be reflected in the **Section B**. This requirement applies equally to the Prime and any Sub-contractors, as applicable. To account for the option period(s) possible under FAR 52.217-8 (maximum of six months), Option to Extend Services, the Offeror shall price an additional 6 months of its final option period price. This amount shall be added to the total evaluated price.

The Offeror shall provide its methodology for determining salary ranges and direct labor rate composite (if applicable). The Offeror must explain its methodology for establishing Prime Contractor labor rates for each Labor Category. This can include Factors such as recognized national and regional compensation surveys and studies of professional, public and private organizations used in establishing the total compensation structure. The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives and take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

The Prime and all Sub-contractors/Consultants shall clearly identify the contract Labor Category not the Company Labor Category proposed for each named person or "Pending" hire. Pending hires are classified (1) Contingent Hire or (2) Perspective Hire. If the person is proposed for direct charge management and support, use the title "Management and Support".

The Cost Proposal shall reflect actual labor rates expected to be expended (delivered) in performing the proposed contract, e.g., actual hourly rates for named personnel if such rates will be the basis for billing under the resultant contract, and not a composite rate of individuals within a labor classification or Labor Category.

The Cost Proposal shall contain a table, which shows the following for each named person: Current (as of the date of proposal submission) actual hourly rate (based on a 40-hour workweek) and the effective date of the rate (Month/Year).

Current decremented hourly rate (if UT/TTA is proposed or will be delivered);

Identification of any individual Prime, Sub-contractor, or Consultant, whose fully burdened labor rates exceed \$187/hour. Note, if the individual is a Sub-contractor or Consultant, the fully burdened hourly labor rate includes the Prime Contractor's pass thru and fees. The build-up (i.e., employee direct labor rate, indirect rates, fee, etc., of the individual's fully burdened hourly labor rate shall be provided. The Offeror shall fully justify why the proposed individual is required for contract performance and the specific benefit to be derived from the individual's participation.

Offerors are advised that proposing lower cost personnel in technical Labor Categories without substantial justification will be an indication that the Offeror does not have a clear understanding of the technical labor needed to support the effort. In such cases, upward adjustments may be made to the proposed Direct Labor rates. The Offeror is advised that it shall not deviate from the labor mix identified in Paragraph L.6.2, except for M&S. Any deviation, other than M&S shall result in the assignment of one or more deficiencies.

L.8.2.1 DIRECT LABOR RATE INFORMATION

Current Named Individual Direct Rate Supporting Documentation. The Cost/Price Proposal shall reflect actual labor rates expected to be expended in performing the proposed contract, e.g., actual hourly rates for named personnel if such rates will be the basis for billing under the resultant contract. Offerors or major cost reimbursement Sub-contractors shall provide a screen-capture from the employer's payroll system, incurred within the last three months preceding release of this Solicitation, for each current employee named in the Offeror's Staffing Plan. The Offeror shall fully explain all pertinent data on a sample screen capture. The Government must be able to derive the individual's direct rate (both inclusive and exclusive of the impact of uncompensated overtime, if proposed) from the screen capture information provided by the Offeror.

Contingent Hire Direct Labor Rate Supporting Documentation. Offerors or major cost reimbursement Sub-contractors shall clearly indicate named Contingent hires on its Staffing Plan. The company intending to hire a Contingent hire shall provide a signed Letter of Intent that explicitly lists the agreed upon annual salary for the named individual and the amount of uncompensated work required. The Offeror shall fully explain all pertinent data in the Contingent hire agreement. The Government must be able to derive the individual's direct rate (both inclusive and exclusive of the impact of uncompensated overtime, if proposed) from the contingent offer agreement information provided by the Offeror.

Unnamed Direct Labor Rate Supporting Documentation. If there is no payroll data available for one or more of the individuals proposed, Offerors shall provide payroll data for the highest and lowest paid individuals within company qualified for the position and a brief analysis of how the proposed salary is comparable to the corresponding payroll data supplied. Any additional supporting documentation may be provided at the Offeror's discretion.

Offerors must provide a clear analysis of the blending of rates based on the start date of the Period of Performance. If any individual's proposed rate is different from the actual incurred rate provided on Attachment L.3 or in the screen capture, the Offeror is to explain the reason for the difference in the narrative.

Note: The Payroll Supporting Documentation provided shall not contain any Personally Identifiable Information other than employee name, signature (if required) and hourly rate. PII is defined in DOD Directive 5400.11 dated 29 October 2014 and the Privacy Act. All other PII

shall be redacted prior to inclusion in the Cost Volume.

L.8.2.2 LABOR ESCALATION

(a) Offerors shall provide the method and application of this escalation rate for each period as part of your proposal. In addition, it shall ensure that it escalates current actual rates based on the Offeror's current approved escalation policy. Note: Labor escalation is defined as including all Factors that affect an employee's direct hourly rate to include promotions, other merit increases, and cost of living increases.

(b) Offerors shall provide the following to aid in the Government's analysis of proposed direct labor costs:

(1) A narrative explanation of the escalation percentage(s) proposed and how/when the escalation rate is applied in the base period and each option period.

(2) The Offeror's corporate raise policy (e.g., raises are given on an individuals' anniversary dates, or all employees receive raises on the same date each year. In either case, provide the respective date.

(3) Offeror's shall provide the most recent 3 year historical escalation documentation supporting the escalation proposed.

(4) If the Offeror is proposing a rate which is lower than its three (3) year historical trend, the Offeror shall provide its rationale and measures put in place to control costs in this area while ensuring that acceptable services are delivered. Absent evidence of adequate controls, upward cost realism adjustments will be made by the Government.

(c) Derivation of rates for unnamed positions shall be shown in a similar manner. Fully explain, with specificity, the basis of the rates for unnamed positions. (d) For Prime Contractors, explain how the proposed escalation is in accordance with your basic SeaPort-NxG Contract.

L.8.2.3 TOTAL TIME ACCOUNTING/UNCOMPENSATED OVERTIME (TTA/UT)

If TTA/UT is explicitly proposed, if an Offeror utilizes TTA/UT practices, or if decremented labor rates are likely to be delivered, Offerors shall reflect TTA/UT hours in their proposed direct work year.

The Offeror shall provide its most recent four (4) year history of actual TTA/UT hours incurred listed above is required. This history shall include the Offeror's most recently completed fiscal year even if the amounts are considered preliminary and have not been submitted to DCAA for audit. Note whether the actual amounts have been audited by DCAA or any other independent organization, and specifically state which years have been finalized.

TTA/UT hours **SHALL** be reflected in Section H, LEVEL OF EFFORT - ALTERNATE I. If TTA/UT is not proposed, Offerors shall provide their compensation policies for any hours worked over 40 in a week by exempt employees.

Uncompensated Overtime Supporting Documentation. If any Offeror or major cost reimbursement Sub-contractor proposes uncompensated overtime or direct labor rates decremented for the impact of uncompensated overtime, it must substantiate the cost reductions associated with its proposed use of uncompensated effort. This substantiation must include a description of the formulas applied to calculate the decremented rate (and/or decrement factor) and historical data to demonstrate that the proposed level of uncompensated overtime is realistic. Such historical data shall include the company's historical average annual level of uncompensated overtime from preceding years and/or historical data demonstrating that the company's proposed decremented rates are equal to or greater than historical actual incurred decremented direct labor rates for corresponding Labor Categories from preceding years, after adjusting them for annual escalation. In accordance with FAR 52.237-10, IDENTIFICATION OF UNCOMPENSATED OVERTIME, if uncompensated time is included in the offer or any of the supporting cost data, the Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.8.3 OTHER DIRECT COSTS

(a) The Government's estimate for travel under this effort is listed below:

Unburdened Travel Estimate					
Base	OY1	OY2	OY3	OY4	52.217-8
\$644,096	\$678,877	\$715,536	\$754,175	\$794,901	\$418,912

(1) The management of travel between Prime and each Sub-contractor shall be described.

(2) The travel estimate above refers to the estimated travel funds required to execute the technical aspects of the SOW. Travel costs from the

Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility shall not be added to the unburdened estimate above; and

(3) Detailed justifications for any additional travel amounts proposed shall be included. This requirement applies equally to the Prime Contractor and all proposed Sub-contractors.

L.8.4 INDIRECT RATES/BUDGETS

Offerors shall provide four years' history of actual, incurred rates for each proposed indirect and G&A pool, indicating the beginning and end dates for each fiscal year.

This history shall include the Offeror's most recently completed fiscal year even if the rates are considered preliminary and have not been submitted to DCAA for audit.

The Offeror shall note whether the actual rates have been audited by DCAA or any other independent organization; specifically, state which indirect rates have been finalized by DCAA/DCMA.

Each Offeror shall provide this data for itself and shall ensure that the Government receives this information for any cost-reimbursable and T&M Sub-contractors.

Each Offeror shall provide a narrative detailing the major cost drivers for proposed indirect rates that are lower than historical rates.

If an Offeror, or any of its Sub-contractors, proposes to cap any of its indirect rates, it shall identify each capped rate and shall propose a legally binding and enforceable clause which shall be included in the resultant contract award. Any proposed clause shall include a process for verification by the Government.

Note: If an Offeror does not have four years' worth of actual, incurred indirect data for any proposed indirect rate, the Offeror shall provide the required information dating from the origin of the company.

Provide a table showing each proposed indirect rate by base and option year. If the proposed rates represent blended rates, also show the proposed rates by Contractor fiscal year.

If the Offeror or Cost Reimbursement or T&M Sub-contractor has an FPRA with DCAA/DCMA, a copy shall be furnished in addition to the Cost/Price Proposal. If not evident in the FPRA, include contact information for the DCAA/DCMA office that executed the agreement.

L.8.4.1 FACILITIES CAPITAL COST OF MONEY

The Offeror shall provide a completed DD Form 1861 - Contract Facilities Capital Cost of Money, if this element is to be proposed. This data shall be specifically identified in the Cost Proposal.

L.8.5 SUB-CONTRACTOR/CONSULTANT COSTS

The Prime shall state the planned Subcontract type and pricing arrangement for each Sub-contractor/Consultant.

The Prime shall provide the rationale for the proposed pricing arrangement with each Sub-contractor/Consultant.

Any Subcontract or consulting agreement other than FFP/FFPLOE/LH, mandates the need for an approved accounting system by the Sub-contractor. As such, for any proposed Sub-contract other than FFP/FFPLOE/LH, the Sub-contractor shall provide proof of an adequate accounting system. Any Subcontract or consulting agreement other than FFP/FFPLOE/LH, shall include Subcontract cost data in the SAME LEVEL OF DETAIL as provided by the Prime Offeror. Sub-contractors shall complete Attachment L.3 at the same level of detail as the Prime. All Sub-contractor costs shall be fully supported. Both Primes and Sub-contractors are required to provide their cognizant DCAA and DCMA offices, along with the name, phone number, and email address of a DCAA/DCMA point of contact familiar with their company.

Any Subcontract or consulting agreement proposed on an FFP/FFPLOE/LH basis, the Offeror shall include the proposed hours and proposed costs per year in the Offeror's Cost Summary Sub-contractor calculations. Sub-contractors proposed as FFP/FFPLOE/LH basis, shall provide fixed rates or fixed prices for each Contract year on the Sub-contractor Cost Summary Attachment, without breaking out direct labor and burdens, but the Offeror shall explicitly note that these costs or rates are fixed by describing the Subcontract type (e.g., FFP or FFPLOE or LH basis,).

FAR 15.404-3(b) requires the Prime Contractor to conduct appropriate cost or price analysis to establish the reasonableness of proposed Subcontract prices. This data shall be included in Prime Offerors' Cost Proposals. Failure to do so will be interpreted as the Prime Contractor's lack of expertise in this area and could impact the Offeror's overall evaluation result for the Management Capability Factor. Offerors shall note the analysis based solely on a comparison to U.S General Services Administration rates will not be considered adequate because such rates are frequently discounted. Provide copies of Sub-contracting Agreements.

For any Sub-contractor/Consultant proposed on a T&M or LH basis, the Prime Contractor shall provide the following information:

Identify whether the proposed labor rates under a T&M or LH pricing arrangement are to be fixed for the entire Period of Performance or if they are subject to renegotiation following award. If the latter, the anticipated frequency, and criteria for renegotiation shall be provided.

If pricing is on a T&M or LH basis, both the Prime and the Sub-contractor shall note whether the loaded labor rate(s) apply on an individual employee or contract Labor Category basis.

(h) For any consultant proposed, Offerors shall describe the degree of technical and administrative control they will exercise over each proposed Consultant and note whether they have an "exclusive" agreement with the proposed consultant or whether the Consultant also provides consulting services to other firms.

L.8.6 CONTRACTOR RESPONSIBILITIES

Per FAR 9.104, before a Contracting Officer can sign a Contract, a determination must be made that the prospective Contractor is responsible with respect to that Contract. The Offeror shall provide documentation, which supports the fact that the prospective Contractor meets the following responsibility standards:

Adequate financial resources to perform the contract.

Ability to comply with required or proposed delivery schedule, taking into consideration all existing commercial and Government business commitments.

Satisfactory performance record.

Satisfactory record of integrity and business ethics. Necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them to perform this contract.

Necessary production, construction, and technical equipment and facilities or the ability to obtain them.

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Contractor shall provide proof of and maintain insurance, of at least the kinds and minimum amounts set forth below:

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

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

L.8.7 BUSINESS SYSTEMS

L.8.7.1 ACCOUNTING SYSTEM

Since this requirement contains Cost type CLINS, the Offeror shall provide verification that its cost accounting system has been determined adequate by DCMA. The same information is required for subcontracts that are proposed as Cost Reimbursement including Time and Materials (T&M) because material will be reimbursed on a cost-only basis.

Time and Material (T&M) Contracts are considered to be a form of Cost-Reimbursement contracting because of the manner in which materials and ODCs are priced (actual cost plus indirect burdens). Sub-contractors without approved accounting systems should be contracted using only Firm-Fixed-Price (FFP); Firm-Fixed-Price Level of Effort (FFPLOE) or Labor Hour (LH) Contracts if appropriate.

The Prime Contractor is solely responsible for verifying that Sub-contractors proposed for Cost-Reimbursement Contracts (including T&M), have approved DCAA-approved accounting systems. They shall require Sub-contractors to include a copy of DCAA's most recent review/approval letter as part of their proposal detail. Proposal statements that the accounting system "has been approved" will not be

accepted; a copy of DCAA's letter is required.

The Prime Contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues shall be identified and their impact on this requirement shall be discussed.

(1) Note whether they have been advised by DCAA or DCMA of any weaknesses or deficiencies regarding their accounting system in general or specific processes to include:

The date of such notification(s).

Details/descriptions regarding each weakness or deficiency noted;

Projected impact of the weakness or deficiency on subject requirement;

Steps already taken to correct noted issues; and

Planned actions.

If the Offeror considers that they have accomplished all necessary corrective actions, it shall provide a copy of their response(s) to DCAA/DCMA.

The above also applies to Sub-contractors who are proposed for Cost-Reimbursement or T&M, Subcontracts.

Both Primes and Sub-contractors are required to provide their cognizant DCAA and DCMA Offices, along with the name, phone number, and email address of a DCAA/DCMA point of contact familiar with their company.

L.8.7.2 PURCHASING SYSTEM

Purchasing System - Provide evidence of an approved purchasing system. See FAR Subpart 44.3. If an Offeror does not meet the threshold for a purchasing system review, they shall state so in their proposal; and

State their annual sales to the Government (minus those Contracts/Subcontracts that were competitively awarded Firm-Fixed-Price, competitively awarded Fixed-Price with economic price adjustment Contracts, or sales of commercial items pursuant to FAR Part 12); and

Affirm that the Contractor's sales to the Government do not exceed the threshold that would require a purchasing system review.

L.8.7.3 PROPERTY MANAGEMENT SYSTEM

Property Management System - Provide evidence of an approved property management system. See FAR Subpart 45.105. If an Offeror has not had a formal property management system review, they shall state so in their proposal, and provide the following:

A description of the Offeror's property management system and property management plan; and

Any customary commercial practices, voluntary consensus standards, or Industry-leading practices and standards to be used by the Offeror in managing Government property.

L.8.7.4 ESTIMATING SYSTEM

Estimating System - Provide evidence of an approved estimating system See FAR Subpart 15.407-5. If an Offeror does not meet the threshold for an estimating system review, they shall state so in their proposal.

L.9 VOLUME V - Organizational Conflict of Interest Mitigation Plan

In accordance with Section C, the OCI provisions of this solicitation, and the Organizational Conflict of Interest Clause of the SeaPort-NxG IDIQ MAC contract, Offerors shall identify any and all conflicts of interest or potential conflicts of interest related to this solicitation. If it is believed that no conflicts of interest exist, then the Offeror shall clearly state this in its offer letter. If OCI issues are present or anticipated, Offerors shall provide details and submit an OCI mitigation plan as part of its proposal submission.

The Offeror's OCI Mitigation Plan shall be provided in a separate volume to the proposal. Elements of an OCI Mitigation Plan may include

but are not limited to the following: roles and responsibilities; physical, organizational and/or electronic separation; non-disclosure agreements; OCI training and debriefing statements; restrictions on personnel assigned/transfers; data/documentation separation and control; soft copy documentation control; corporate and Government review; records control; Prime Contractor flow-down policy to Sub-contractors/Consultants; and/or recusal from specific tasks for specific Sub-contractors.

Section M - Evaluation Factors

M.1 PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 PROVISIONS INCORPORATED BY FULL TEXT

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

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

(End of Provision)

M.3 GENERAL INFORMATION

This task over evaluation is being conducted pursuant to FAR 16.505. As such, the formal source selection procedures of FAR Subpart 15.3 do not apply. The Government intends to evaluate proposals and award a Task Order upon the basis of initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical stand point. The Government reserves the right to conduct interchanges to determine an Offeror's understanding of Task Order requirements, enhance the Government's understanding of the proposal, fix errors or omissions, obtain better values, and/or obtain other information to facilitate the Government's evaluation and source selection. All Offerors will be treated fairly, but that does not mean that interchanges will be conducted with all Offerors or all interchanges will be of the same nature or depth. The Government may determine that one (1) or a limited number of Offerors have the highest potential to provide the best value to the Government and may conduct interchanges with only them.

Offerors are advised that technical proposals may be evaluated without consideration of any proposed Sub-contractor which is deemed to have an organizational conflict of interest. If the Offeror submits an OCI Mitigation Plan, it will be evaluated for adequacy to avoid, neutralize, or mitigate the identified conflict, and for consistency with the proposed technical approach.

The rights granted to the Government in all data received hereunder shall be material to the source selection decision.

M.4 BEST VALUE SOURCE SELECTION FACTORS

Each Offeror shall be evaluated relative to the following:

Factor	Subfactor
1. Technical	A. Technical Understanding/Capability/Approach
	B. Workforce Management
	C. Contract Management Approach/Capability

2. Past Performance	None
3. Total Evaluated Cost	None

M.5 DEFINITIONS

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

DEFICIENCY- means a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a Proposal that increases the risk of unsuccessful Contract performance to an unacceptable level. See FAR 15.001.

PERFORMANCE CONFIDENCE ASSESSMENT - means an evaluation of the likelihood (or Government's confidence) that the Offeror will successfully perform the Solicitation's requirements; the evaluation is based upon past performance information.

RECENCY - means a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

RELEVANCY - means a measure of the extent of similarity between the service/support effort, complexity, dollar value, Contract type, and Sub-contract/teaming or other comparable attributes of past performance examples and the source Solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

RISK - means the potential for unsuccessful Contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical Factor or Subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful Contract performance.

SIGNIFICANT WEAKNESS - means a flaw that appreciably increases the risk of unsuccessful Contract performance. See FAR 15.001.

STRENGTH - means an aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during Contract performance.

WEAKNESS - means a flaw in the proposal that increases the risk of unsuccessful Contract performance. See FAR 15.001.

M.6 TECHNICAL ADJECTIVAL RATINGS

(a) The following adjectival ratings/definitions shall be used for the Technical Understanding/Capability/Approach, Workforce Management and Contract Management Plan evaluation Factors. The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, and deficiencies in determining technical ratings. Combined technical/risk evaluations shall utilize the combined technical/risk ratings listed below.

(b) An adjectival rating of "Unacceptable" in any one Factor or Subfactor will result in the entire proposal being deemed Unacceptable.

COMBINED TECHNICAL/RISK RATING	
Rating	Description
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh

	<p>any weaknesses.</p> <p>Risk of unsuccessful performance is low.</p>
Acceptable	<p>Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance.</p> <p>Risk of unsuccessful performance is no worse than moderate</p>
Marginal	<p>Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths.</p> <p>Risk of unsuccessful performance is high.</p>
Unacceptable	<p>Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.</p> <p>Unacceptable Proposal does not meet requirements and contains one or more deficiencies.</p> <p>Proposal is not awardable.</p>

M.7 RESERVED

M.8 RELATIVE IMPORTANCE OF THE SOURCE SELECTION FACTORS

(a) The non-cost source selection Factors (Factors 1 and 2) are listed in descending order of importance. Within Factor 1, Subfactor A is much more important than Subfactors B and C, and Subfactor B is much more important than Subfactor C. Subfactors will each receive an adjectival rating, which will roll up into a single adjectival rating assigned to Factor 1. All evaluation Factors other than cost or price, when combined are significantly more important than cost or price.

(b) Best Value Award Consideration: The Government intends to award a Task Order to the responsible Offeror whose proposal represents the best value to the Government after evaluation in accordance with the Factors and Subfactors in the solicitation. The best value proposal will be selected using a tradeoff process, as defined in FAR 15.101-1, which permits tradeoffs among cost and non-cost Factors. It is therefore possible that the highest rated proposal may not be determined to be the Best Value for the Government. Accordingly, the Government may accept other than the lowest total evaluated cost proposal where the perceived benefits of the higher total evaluated cost proposal merit the additional cost. Conversely, the Government may select a lower total evaluated cost, lower rated proposal if the Government determines that the premium associated with the higher rated proposal is not justified. The importance of total evaluated cost as an evaluation Factor will increase with the degree of equality in overall technical merit of competing proposals.

M.9 DESCRIPTION OF EVALUATION FACTORS

Each Offeror shall be evaluated relative to the following:

M.9.1 FACTOR 1 TECHNICAL

A. SUBFACTOR A: TECHNICAL UNDERSTANDING/CAPABILITY/APPROACH

Evaluation of this Subfactor will be based on the technical written proposal as set forth in Section L.

The Government will evaluate the degree to which the proposal demonstrates the knowledge, capability, and experience to perform the tasks

outlined in the SOW, Section C, with emphasis on how adequately the Offeror addresses their technical approach and capabilities to support of the SOW.

The Government will evaluate the adequacy of the Offeror's approach to managing the technical efforts related to all elements in the SOW.

The Government will also evaluate the Offeror's understanding of and approach to the major milestones, reviews and other meetings associated with the SOW.

B. SUBFACTOR B: WORKFORCE MANAGEMENT

Staffing Approach/Capability

Evaluation of this element will be based on the written technical proposal as set forth in Section L.

Staffing will be evaluated on the adequacy of the Offeror's plan to support all areas of the SOW with qualified people based on the staffing plan, as well as the availability of those individuals. The number of proposed positions for which personnel have not been identified will be considered in assessing performance risk.

The Government will assess the degree to which the proposed Prime/Sub-contractor team provides a balance between size, manageability, and support capability while maintaining an integrated approach.

The Government will evaluate staffing implementation risks and risk mitigations proposed and the Offeror's experience in meeting staffing requirements of new awards where they were not the incumbent or in meeting significant staffing increase requirements on already-awarded contracts.

The Government will evaluate the Offeror's proposed process to staff the non-key positions.

Key Personnel Resumes

Evaluation of this element will be based on the written technical proposal as set forth in Section L and required qualifications outlined in Attachment J.3.

The resumes will be evaluated to determine the degree to which resumes of Key Personnel meet, do not meet, or exceed desired qualifications for their respective key Labor Categories including the relevance of professional development cited.

Resumes will be evaluated for the relevance of individual experience and degrees/certifications to the technical requirements of the SOW.

Evaluation may also be impacted by a lack of specific definition of job responsibilities, services performed, or products produced in resumes submitted because this could be viewed as a lack of understanding of the overall technical requirements.

(C) SUBFACTOR C: CONTRACT MANAGEMENT APPROACH/CAPABILITY

This Subfactor focuses on the Offeror's ability to perform the non-technical aspects of contract performance based on the written technical proposal set forth in Section L.

Project Organization/Management Approach

The Government will evaluate whether the Offeror proposes a management approach that provides an integrated team with a coordinated approach to work performance, demonstrates a clear understanding of contract reporting requirements, and assures quality long-term support. Each Offeror's written proposal will be assessed to determine the feasibility of the proposed management approach for task achievement and the depth of understanding represented by that approach.

Since Offerors are strongly encouraged in Section L to address other aspects of their proposed management approach not specified in section L.6.3 that they consider will convey their expertise, if Offerors address other aspects than those listed, the Government will evaluate the effectiveness of the additional aspects as it relates to the management of this contract.

The Government will assess the Offeror's Project Organization/Management Approach by evaluating the Offeror's proposed organizational structure to manage this contract including how close liaison will be maintained with each member of the Government team. The Government will assess ability to manage a high performing team, the procedures in place for monitoring and controlling costs, and that the

Offeror will be successful in undertaking these management and cost control efforts.

The Government will assess the Offeror's Sub-contracting Control and Teaming Agreements by evaluating the Offeror's procedures to be followed in identifying specific work areas to be Sub-contracted and its policies and practices regarding the overall management of efforts performed by Sub-contractors (including technical, schedule, and cost). The Government will evaluate the consistency between the Prime's proposal as to the specific technical areas to be sub-contracted, the Labor Categories and the Level of Effort to be provided (to include resumes submitted and cost proposals) for the Sub-contractors/Consultants and what is stated in the written agreement between the Prime and Sub-contractors/Consultants. A lack of consistency will be considered in assessing performance risk.

Quality Assurance

The Government will assess the Offeror's Quality, Delivery, Cost-Control, Tracking, and Reporting by evaluating the Offeror's proposed plan and processes to ensure the quality and timeliness of all services and contract deliverables, including those by Team members; their approach for increasing efficiency and reducing duplication during performance and how the Offeror plans to minimize direct costs and control indirect costs; and the Offeror's ability to comply with generating timely and accurate monthly reports, in-process reviews, invoices and supporting documentation for invoices.

The overall effectiveness of these procedures will be judged by the quality of both the technical and cost proposals in terms of form (spelling, grammar) and responsiveness to solicitation requirements.

Personnel Recruitment/Retention/Skills Improvement

The Government will assess this element by evaluating the Offeror's practices it uses to locate, train, and retain highly qualified personnel; the Offeror's personnel management policies and practices designed to motivate employee performance and encourage longevity with the firm, including its retention metrics from within the last three years; and the Offeror's approach toward staff development.

M.9.2 FACTOR 2: PAST PERFORMANCE

There are three (3) aspects to the Past Performance evaluation: Recency, Relevancy (including context of data), and Quality (including general trends in Contractor performance and source of information).

(a) Recency: The first aspect is to evaluate the recency of the Offeror's past performance. Recency is generally expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information. Per Section L paragraph L.7, Offerors shall provide Past Performance references from the past five (5) years.

(b) Relevance: The second aspect of the past performance evaluation is to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. In establishing what is relevant for the acquisition, consideration is given to those aspects of an Offeror's history of contract (or subcontract) performance that would provide the most context and give the greatest ability to measure whether the Offeror will successfully satisfy the current requirement. Common aspects of relevancy include, but are not limited to, the following: similarity of product/service/support, complexity, dollar value, contract type, use of key personnel (for services), and extent of subcontracting/teaming. Relevancy ratings will be assigned to each past performance effort based on the definitions below:

Ratings	Description
Very Relevant	Present/Past Performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires
Relevant	Present/Past Performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/Past Performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires

Not Relevant	Present/Past Performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires
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(c) Quality: The third aspect of the past performance evaluation is to establish the overall quality of the Offeror's past performance. The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the Offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the Offeror performed those past contracts. The Government will review all past performance information collected and determine the quality of the Offeror's performance, general trends, and usefulness of the information and incorporate these into a Performance Confidence Assessment. A separate quality assessment rating is not required; rather, the Past Performance Confidence Assessment rating is based on the Offeror's overall record of Recency, Relevancy, and Quality of performance. One overall Performance Confidence Assessment rating will be assigned based on the following definitions:

Ratings	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Unknown Confidence	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of Past Performance.

M.9.3 FACTOR 3: TOTAL EVALUATED COST (TEC)

(a) In evaluating offers, the Government will perform an analysis of the realism and completeness of the cost data, the traceability of the cost to the Offeror's capability data, the proposed allocation of man-hours and labor mix, and compliance with the maximum limitations in the Offeror's basic SeaPort-NxG Contract.

(1) Pertinent cost information, including but not limited to DCMA/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's determination of the most probable cost to be incurred in the performance of this Contract and to measure the reasonableness of the proposed costs.

(2) If proposed costs are considered to be unrealistic, including unrealistic labor and/or indirect rates, the Offeror's proposed costs will be adjusted upward to reflect more realistic costs. Only upward adjustments will be made to proposed costs.

(3) Offerors are notified that the realism of proposed indirect rates will take historical actual rates into consideration. Further, indirect rates

significantly lower than recent actual rates, or declining indirect rates may not be evaluated as realistic unless fully explained or maximums/caps offered. A composite cap or maximum including all burdens applied to direct labor is considered preferable to individual rate caps or maximums.

(b) Evaluated cost to the Government, which is an Offeror's evaluated cost and the proposed fee for the base and all option periods, and the maximum saving initiatives (if the basis is sound), will be used in making the award determination. Therefore, any inconsistencies between proposed technical performance and cost, whether real or apparent, should be explained in the supporting cost data Section. 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. The burden of proof for cost credibility rests with the Offerors.

(c) Based on such analysis, an evaluated price for the Offeror will be calculated to reflect the Government's estimate of the Offeror's total evaluated price. Total evaluated price to the Government is an Offeror's evaluated cost (including proposed fee) for the base CLINs and the evaluated cost for all option CLINs.

(d) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may choose to exercise the Option to Extend Services at the end of any performance period (base or option periods). However, the end of the Option to Extend Services period represents the end of contract performance, and the Government shall not exercise any other option periods after the Option to Extend Services has been exercised.

(e) Proposals which are unrealistic in terms of technical or schedule commitments unreasonably high or unrealistically low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. Since the resulting Contract will require the delivery of data, the responsiveness and quality of organization and writing reflected in the proposal (both technical and cost portions) will be considered to be an indication of the Offeror's quality control processes that would be applied to deliverable data. Failure or refusal on the part of an Offeror to provide information specifically requested as part of the Solicitation (such as historical indirect rate information, or reasons for rate fluctuations) may impact the evaluated degree to which the Offeror will be able to comply with technical deliverable requirements. Subjective judgement on the part of the Government evaluators is implicit in the entire process.

M.10 OCI MITIGATION PLAN

(1) If the Offeror submits an OCI Mitigation Plan, it will be evaluated for adequacy to avoid, neutralize, or mitigate the identified conflict, and for consistency with the proposed technical approach.