

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE 1	OF 104	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N0017823R3006	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 10/27/2022	6. REQUISITION/PURCHASE NUMBER N0017823R3006			
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 1600 local time 11/30/2023
(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 patricia.l.woodhouse@navy.mil
	AREA CODE 540	NUMBER 834-9106	EXTENSION		

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2-3	X	I	CONTRACT CLAUSES	60-65
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4-8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	9-42	X	J	LIST OF ATTACHMENTS	66
X	D	PACKAGING AND MARKING	43	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	44	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	67-70
X	F	DELIVERIES OR PERFORMANCE	45				
X	G	CONTRACT ADMINISTRATION DATA	46-55	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	71-97
X	H	SPECIAL CONTRACT REQUIREMENTS	56-59	X	M	EVALUATION FACTORS FOR AWARD	98-104

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
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 AREA CODE NUMBER EXTENSION	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

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.

General Information

DESCRIPTION: Naval Surface Warfare Center Dahlgren Division Dam Neck Activity (NSWCDD DNA) is assigned the duties of system installation, site support, Life-Cycle support inclusive of Integrated Logistics Support (ILS) and Configuration Management (CM) activities, fielding and maintenance support, In-Service Engineering Agent (ISEA), Cybersecurity (Cyber), C6ISR (Command, Control, Communications, Computers, Cyber-Defense and Combat Systems and Intelligence, Surveillance and Reconnaissance), Safety, Test and Evaluation (T&E), and Readiness support for assigned shipboard and shore-based training systems.

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 one (1) year, which includes a base period of 12 months. 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. N0017823R3006 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.

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) (APR 2022)). The estimated date of award is provided in Section L.3 and proposal validity is provided in L-216-H001-TASK ORDER GENERAL INFORMATION (NAVSEA) (APR 2022).

ADVANCE NOTICE: An Advance Notice was posted on 19 May 2022 for this requirement. Offerors may access all pertinent information via the SeaPort-NxG portal under the Opportunities titled "N0017822R3027."

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

GENERAL INFORMATION: A conformed copy of the solicitation will be issued with any amendment(s). Following TO 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 TO; and any other change made to the TO. A conformed copy of the TO 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 TO.

THIS SOLICITATION AND PREVIOUS POSTINGS: This requirement was previously known under the Solicitation No. N0017822R3027. 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 - Engineering Support for Integrated Training Systems Installation and Sustainment in accordance with the SOW. (See Note 1).					
2000AA	Holding SLIN for CLIN 2000 (Fund Type - TBD)	1.00	Labor Hours			
2100	FAR 52.217-8 Option to Extend Services ITSIS Support IAW Section C, Statement of Work (See Notes 1 and 4)					
2100AA	Holding SLIN for CLIN 2100 (Fund Type - TBD) Option	1.00	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 to Extend Services IAW FAR 52.217-8 - ODCs in Support of CLIN 2100 (See Notes 2 and 4).			
3100AA	Holding SLIN for CLIN 3100 (Fund Type - TBD) Option	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 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 Option period shall be performed consistent with Section H, H-216-H002, Level of Effort - Alternate I (NAVSEA) (OCT 2018).

NOTE 2: OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) shall include travel and material required during the Period of Performance of the identified CLIN, limited to those destinations and items 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 (1) or more extensions (CLINs: 2100, 3100 and 4100) for up to a total of six (6) months. The Contracting Officer will provide written notice to the Contractor at least fifteen (15) calendar days prior to exercise of any extension provided by FAR 52.217-8.

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.

NAVSEA TEXT 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%. 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				

*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.

Applicable to CLINs 3000 and 3100

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.

Applicable to CLINs 2000 and 2100

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

C.1 BACKGROUND/SCOPE

C.1.1 BACKGROUND

Naval Surface Warfare Center Dahlgren Division Dam Neck Activity (NSWCDD DNA) is assigned the duties of system installation, site support, Life-Cycle support inclusive of Integrated Logistics Support (ILS) and Configuration Management (CM) activities, fielding and maintenance support, In-Service Engineering Agent (ISEA), Cybersecurity (Cyber), C6ISR (Command, Control, Communications, Computers, Cyber-Defense and Combat Systems and Intelligence, Surveillance and Reconnaissance), Safety, Test and Evaluation (T&E), and Readiness support for assigned shipboard and shore-based training systems.

These system assignments include the hardware, software, subsystems, and elements that comprise the specific system. These activities are conducted in support of Naval, Joint Coalition, and Department of Defense (DOD) sponsors.

The Integrated Training Systems (ITS) division is the primary support element of program office shipboard and shore-based training objectives within NSWCDD DNA. The ITS division serves as a leader in shipboard and shore-based training research, engineering, development, modernization, sustainment, integration and interoperability of Naval and Joint Coalition surface combat training systems.

C.1.2 SCOPE

The scope of the contract is to procure Contractor support services to achieve the acceptable levels of requirements for shipboard and shore-site ITS hardware and software installation and life-cycle sustainment. The preponderance of this effort will be the installation of training system hardware and software during industrial shipyard maintenance availabilities. A comprehensive understanding of shipyard industry standards, the Navy Modernization Program, individual shipyard operational requirements--both within and outside the Continental United States--and Naval Sea Systems Command governing doctrine is required. The contract requires hardware and software installations at all shore-based training sites managed by the ITS division. The contract requires hardware and software upgrades, system maintenance, training system integration, curriculum development and fleet training, cybersecurity, lab support, integrated logistics support, configuration management and life-cycle sustainment of integrated training systems. Such support shall include support of Naval and Joint Coalition efforts within the ITS Division.

C.2 REFERENCE DOCUMENTS

The following documents are to be referenced in performance of the Statement of Work (SOW). In the event of conflict between the applicable documents and this SOW, the SOW shall take precedence. Use the latest version of the documents listed. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

C.2.1 Military/Federal Standards and Specifications C.2.5 Availability of Documents C.1.1 Directives, Instructions, and Manuals

Standard	Title	Date
FED-STD-313F	Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities	12 OCT 2018
MIL-STD-129R (CHG2)	Military Marking for Shipment and Storage	27 SEP 2019
MIL-STD-167-1A	Department Of Defense Test Method Standard Mechanical Vibrations Of Shipboard Equipment (Type I – Environmental)	2 NOV 2005
MIL-STD-461G	DOD Interface Standard Requirements For The Control Of Electromagnetic Interference Characteristics Of Subsystems And Equipment	11 DEC 2015
MIL-DTL-901E	Shock Tests, H.I. (High-Impact) Shipboard Machinery, Equipment, And Systems, Requirements for	20 JUN 2017
MIL-STD-2073-1E (CHG4)	Standard Practice for Military Packaging	22 APR 2019

MIL-D-23140D	Drawings, Installation Control, for Electronic Equipment	
MIL-DTL-24784D	Detail Specification: Manuals, Technical: General Acquisition and Development Requirements, General Specification	06 JUN 2017
MIL-STD 2525D	DOD Interface Standard: Common Warfighter Symbolology	10 JUN 2014
MIL-STD-31000B	Technical Data Packages	31 OCT 2018
MIL-STD-38784B	DOD Standard Practice for Manuals, Technical: General Style and Format Requirements	16 NOV 2020
MIL-STD-46855A NOT 2	Human Engineering Requirements for Military Systems, Equipment and Facilities	21 DEC 2020
MIL-STD-167-1A	Department Of Defense Test Method Standard Mechanical Vibrations of Shipboard Equipment (Type I – Environmental)	2 NOV 2005

C.2.2 Directives, Instructions, and Manuals

Document No.	Title	Date
22 CFR 123-130	International Traffic in Arms Regulation (ITAR)	
COMUSFLTFORCOMINST 4790.3D (CHG2)	Joint Fleet Maintenance Manual	31 MAR 2022
COMUSFLTFORCOM/COMPACFLT INSTRUCTION 6320.3B	Medical Screening for Civilian Embarkation Aboard A United States Navy Vessel	MAR 2016
DODD 8140.01	Cyberspace Workforce Management	5 OCT 2020
DOD 8570.01-M (CHG 4)	Information Assurance Workforce Improvement Program	10 NOV 2015
DODI 8510.01	Risk Management Framework (RMF) for DOD Information Technology (IT)	19 July 2022
CJCSI 6211.02D	Chairman of the Joint Chiefs of Staff Instruction – Defense Information Systems Network (DISN) Responsibilities	24 JAN 2012
SECNAVINST 5210.8F	Department of the Navy Records Management Program	26 Mar 2019
DN-ATD-IRS 18-0007 (STF-IRS)	Dam Neck (DN)-ATD-IRS-18-0007 Shipboard Training Federation – Interface Requirement Specification	
DOD-STD-2101	Classification of Characteristics	10 May 1979
MIL-PRF-29612B (including NOTE 2)	Training Data Products	20 JUN 2011
GEIA STD 0007C	Logistics Product Data	06 NOV 2019
NATO SDIP-27	NATO TEMPEST Requirements and Evaluation Procedures	
NATO STANAG 5602	Standard Interface for Multiple Platform Link Evaluation (SIMPLE) - ATDLP-6.02 Edition A	02 OCT 2014
NAVADMIN 216/15	Cyber Hygiene Authorization to use Personal Wearable Fitness Devices in Navy Spaces	14 SEP 2015

NAVSEA 5400.57D	Engineering Agent Selection, Assignment, Responsibility, Tasking and Appraisal	03 FEB 2003
NAVSEA 05H Ver 3.0	Technical Review Manual (TRM), Version 2.0	27 MAR 2020
PEOIWSINST 5000.8	PEO IWS Risk Management Policy (Enclosure 1: Instructions for Risk Reporting)	13 JAN 2014
S9095-AD-TRQ-010/TSTP	NAVSEA Total Ship Test Program (TSTP)	
SECNAV 5239.22	DON Cybersecurity Safety Program (CYBERSAFE)	15 NOV 2016
NSWCDDINST 5100.1	Occupational Safety and Health Instruction	15 APR 2016
SECNAV 5239.3C	Department of the Navy (DON) Cybersecurity Policy	22 APR 2022
SECNAV M-5239.2A	DON Cyberspace Information Technology and Cybersecurity Workforce Management and Qualification Manual	02 OCT 2016
SECNAV M-5510.1	DON Foreign Disclosure Manual	24 JUN 2019
SL720-AA-MAN-030	Naval Modernization Process Management and Operations Manual (NMP-MOM) 21 January 2010 'One Book'	
*TMCR No. SNIPP-130148-000	Operator and Maintenance Instruction Interactive Electronic Technical Manuals (IETMs) for Battle Force Tactical Training (BFTT) system using S1000D Issue 3.0 and Standard NAVSEA Integrated Publishing Process through 31 December 2015.	
*TMCR NO. SNIPP-190235-000	TMCR for Electronic System Technical Manual for AN/USQ-T46 and AN/USQ-T52 Systems reflecting organizational-level	
TS9090-310G	Navy Modernization Program Management and Operations Manual (NMP-MOM) Appendix H	15 FEB 2015

* To be provided as Government-Furnished Information to awarded Contractor.

C.2.3 Other Government Documents (Guidance Only)

Document No.	Title	Date
32 CFR Part 117	National Industrial Security Program Operating Manual (NISPOM)	
NIST SP 800-14	Generally Accepted Principles and Practices for Securing Information Technology Systems	01 SEPT 1996
NIST SP 800-160 Vol. 1	Systems Security Engineering: Considerations for a Multidisciplinary Approach in the Engineering of Trustworthy Secure Systems	21 MAR 2018
NIST SP 800-35	Guide to Information Technology Security Services	09 OCT 2003
NIST SP 800-37 Rev. 2	Risk Management Framework for Information Systems and Organizations: A system Life Cycle Approach for Security and Privacy	20 DEC 2018
NIST SP 800-115	Technical Guide to Information Security Testing and Assessment	30 SEPT 2008
*T8901-XX-IRS/IDD	BFTT IRS/IDD Rev 7 for BFTT Builds thru v3.5.1	
*T8901-XX-SS-010/BFTT	System Specification for BFTT AN/USQ-T46 (V), Rev B of 16	
*T8901-XX-SSD-010	Shore System/Segment Design Document (SSDD) Rev A, July 1998 IRS/IDD for BEWT AN/USQ-T47 (V) AND AN/SLQ-32A (V) Final	
Title 5 of the U.S. Code Section 552a	Records Maintained on Individuals	

* To be provided as Government-Furnished Information to awarded Contractor.

C.2.4 Non-Government Documents (Guidance Only)

Document No.	Title	Date
ASME Y14.100-2017	Engineering Drawing Practices – Engineering Drawing and Related Documentation Practices	14 NOV 2017
IEEE/ISO/IEC 24774-2021	International Standard -Systems and software engineering - Life cycle management-- Specification for process description	11 MAY 2021
ISO 9001-2000	Quality Management Systems Requirements (www.iso.org)	
ISO/IEC/IEEE 1012-2016	System, Software, and Hardware Verification and Validation	15 MAY 2016
ISO/IEC/IEEE 1028-2008	Software Reviews and Audits	15 AUG 2008
ISO/IEC/IEEE 12207-2017	Systems and Software Engineering – Software Life Cycle Processes	15 NOV 2017

Copies of military handbooks, instructions, standards and specifications and Department of Defense (DOD) adopted non-Government standards may be obtained in accordance with Federal Acquisition Regulation (FAR) 52.211-2.

C.3 DESCRIPTION OF SERVICES

(a) The Contractor shall provide all contract administration, contract management, personnel, tools, equipment, material, vehicles, transportation, consumable supplies, operation, and maintenance to accomplish the requirements of this SOW, unless circumstances dictate the use of Government Furnished Property (GFP) and Government personnel.

(b) The Contractor shall provide recommended solutions for technical Information Technology (IT) issues and perform to the standards, and the degree of ability, knowledge, skills, and timeliness required in the SOW. This may include conducting studies, analysis, and submitting white papers with courses of action. The Contractor shall have the capability of developing technologies and have the technical expertise to transition into new operating environments.

(c) Specific technical requirements will be further clarified via the issuance of Technical Instructions (TIs) to be issued by the Contracting Officer during performance of this effort. These TIs shall be within the parameters of one (1) or more of the disciplines described in paragraph (d) below.

(d) The Contractor shall accomplish the performance requirements and provide the deliverables specifically described in SOW. Performance objectives are based on the following disciplines:

- Engineering, Maintenance, Repairs. and Installations and Systems Environmental Qualifications (C.3.1)
- Integrated Logistics Support (C.3.2)
- Configuration Management (C.3.3)
- Property Management and Obsolescence Management (C.3.4)
- Shore-Site Operations (C.3.5)
- Systems Engineering (C.3.6)
- Cybersecurity (C.3.7)

(e) The Contractor shall remain abreast of and certified in new requirements throughout the life of this effort.

C.3.1 Engineering, Maintenance, Repairs, Installations, and Systems Environmental Qualifications

This subtask contains the requirements to support all aspects of ITS shipboard and shore-site engineering, maintenance, repairs, installations, and system environmental qualifications. This includes conducting engineering studies, participating in all aspects of hardware and software installations, conducting system training and modification across the Life-Cycle of the system, environmental testing, and safety testing. The support duties and responsibilities include tasks such as the following:

(a) The Contractor shall maintain trained and qualified Alteration Installation Teams (AIT) and AIT Leads with the proper knowledge, skills and abilities to effectively complete a range of complex shipboard and shore-site training system installations. Examples of proper skills may include, welding, forklift operation, electrical safety, fire watch, paint abatement, asbestos abatement, grinding, crane and rigging coordination, lagging, hazardous material management, lockout/tagout, ventilation, and lighting.

- (b) The Contractor and AIT Manager shall coordinate the staffing and management of the AIT for each installation in accordance with the TS9090.310 (series).
- (c) The Contractor shall ensure compliance is being maintained throughout the duration of each installation; surveillances and compliance audits will be conducted with deficiencies being documented through corrective action reports. The Contractor shall ensure an AIT Quality Assurance workbook is developed and submitted for each installation in accordance with the TS9090.310 (series) and is reviewed and approved by the AIT Manager prior to installation commencement. Generally, the response time for a Casualty Reports (CASREP) is within 24 hours, but response time depends on the severity of the problem. For installations, generally the on-site support duration can be upwards of three (3) to eight (8) weeks over a period of 180 to 200 days. Multiple installations occur concurrently.
- (d) The Contractor shall have the capability and capacity to support multiple concurrent Chief of Naval Operations (CNO) and Non-CNO Availabilities in shipyard and pier side locations around the world.
- (e) The Contractor shall maintain trained and qualified subject matter experts with the proper knowledge, skills and abilities to effectively complete a range of complex shipboard and shore-site training system operation and verification tests.
- (f) The Contractor shall maintain trained and qualified subject matter experts with proper knowledge, skills and abilities to effectively conduct a range of complex shipboard and shore-site training system fleet support efforts and troubleshooting and repairs to minimize system downtime and resolve CASREPs. Fleet support and technical assistance efforts may be conducted through various methods including, distance support, onsite support in all fleet concentration areas and underway as required.
- (g) The Contractor shall conduct engineering studies and analysis of actual and/or proposed shore-site installations and will develop Training Installation Transfer Agreement (TITA). The Contractor will assess the physical, functional, and support capability of the location and will perform facility visits to verify dimensions, interfaces, power availability, tolerances, and other installation factors. It is the responsibility of the Contractor to perform preliminary installation checkouts such as cable continuity checks, visual inspections, connector pin verification, and operational verification.
- (h) The Contractor shall participate in shipboard and shore-site installation meetings and will support the development of hardware and software installation plans, parts lists, installation instructions, checkout plans, test procedures, and drawings as required to complete shipboard and shore-site installations. The Contractor shall review and comment on installation standards and practices; examine installation design and physical layout for reliability, ease of maintenance, and suitability to perform equipment and system operational performance requirements; and develop corrective modifications and alterations.
- (i) The Contractor shall develop, and update engineering documents as required including Ship Installation Drawing (SID) packages, technical manuals, Technical Discrepancy Reports (TDR), Technical Data Packages (TDP), Liaison Action Record (LAR), and Engineering Change Proposals (ECP). All discrepancies and changes will be discussed with the ISEA and applicable stakeholders.
- (j) The Contractor shall support the coordination of shipboard and shore-site installations and engineering change scheduling for training systems to include, but not limited to AN/USQ-T46 (V) BFTT System, AN/USQ-T52 Training Interface Unit, Part Task Trainers, Virtual Maintenance Trainers, and Virtual Operations Trainers. This includes ship checks, conducting Pre-Installation Checkouts (PICO), leading installation efforts, obsolete equipment rip-outs, overhauls, hardware and software upgrades, fabrication of necessary components and assemblies, and technical assistance on assemblies, units, equipment, systems, engineering changes, and alterations.
- (k) The Contractor shall perform post-installation checkouts, including interoperability and operational testing. The Contractor shall resolve any installation and safety-related issues and concerns and will report all findings to the Government. The Contractor shall provide support to test, evaluation, verification, and validation events, test documentation preparation, test planning, requirements traceability analysis, data management, analysis plan preparation, and test scenario development.
- (l) Throughout the Life-Cycle of the shore-site training systems, the Contractor will perform modifications as required including, but not limited to space modifications, the installation and sustainment of infrastructures such as hardware, foundations, cabling (copper and fiber optic), connector installation, false decking and overhead, deck covering, IT Systems, electrical, heating, ventilation, air conditioning, and electronic cooling water piping.
- (m) Throughout the Life-Cycle of the shipboard training systems, the Contractor will perform modifications as required including but not limited to system overhauls and overhauls, support with equipment maintenance and training, troubleshooting, and equipment repair including hardware, software and cabling, and logistic support.
- (n) The Contractor shall generate and execute procedures in support of shore-site facility activations, upgrades, and repairs. This requires reading and following schematics and maintaining assembly instructions associated with Government-built prototype equipment and development of schematics, drawings, and TDPs. The Contractor shall also perform the installation and initial verification of equipment and cables installed in the facility.
- (o) The Contractor shall manage the Performance Based Logistics-Organic (PBLO) process including the following:
- (1) Open and inspect assemblies to determine failure
 - (2) Repair electronic assemblies
 - (3) Procure components, repair, assemble, integrate, and test the assemblies

(4) Ensure each part is individually packaged to best practices. Packaging shall be marked clearly on the outside of the packaging with "F Condition/NRFTI" or "A Condition/RFTI", Part Number, Part Name, Serial Number, and National Stock Number (NSN)

(5) This effort shall include testing technical verification of condition after repair of all assemblies; packaging and labeling of the repaired assemblies shall be in accordance with MIL-STD-2073 for shipment or storage of assemblies

(6) Assist with testing, packaging, shipping, and all PBLO material that has been repaired

(p) The Contractor shall provide support for Electronic Magnetic Interference (EMI), Shock and Vibration, and Environmental Qualification Test (EQT) events, including test planning, data collection and analysis, and technical correspondence.

(q) The Contractor shall conduct engineering and safety studies and analysis of proposed new equipment to assess physical and functional capability and supportability, analyze operational and maintenance performance data to determine design flaws detracting from the systems' capability, provide inputs to engineering changes and alterations, support the acquisition of system components necessary for integration into training systems, and assist with formal system engineering technical reviews.

(r) The Contractor shall generate a Detailed Design Package for review by Naval Facilities Command (NAVFAC) for any ITS associated effort that would potentially result in building structural and/or embedded systems (power, water, A/C, heating, alarms, announcing, fire suppression) alterations. The package development will be coordinated with the relevant NAVFAC presence after preliminary review of the preceding engineering study.

APPLICABLE CDRLs: A001, A002, , A004, A00B, A00C, A00F, , A00K, A00M, A00Q, A00R, A00U, A00V, A00W, A00X, A00Y, A00Z, A010, A011, A012, A013, A014, A015, A018, A01B, A01C, A01D, A01E, A01F, A01G, A01J, A01K, A01P, A01Q

C.3.2 Integrated Logistics Support

This task contains the requirements to support all aspects of ITS shipboard and shore-site Integrated Logistics Support (ILS). This includes providing ILS services including interface design, technical data management, manpower and personnel, computer resources, sustainment engineering, system drawings, maintenance planning, supply support, product support, facilities and infrastructure, material management, support equipment, and training. The support duties and responsibilities include tasks such as the following:

(a) The Contractor must have a strong understanding of the U.S. Navy's transition to Model-Based Product Support. The Contractor must have the ability to rapidly transition from the current logistics data systems for configuration management, provisioning, readiness modeling, and technical data management to modernized logistics information technology systems.

(b) The Contractor shall review, generate, and provide input to product support management plans and documents, Technical Data Packages (TDPs) (MIL-STD-31000B), Top-Down Break Down (TDBD) lists, Engineering Change Proposals (ECP), and Engineering Change Requests (ECR), Letter of Authorizations (LOAs), Combat Systems Operational Sequencing System (CSOSS) procedures, Configuration Overhaul Planning files and associated Software Trouble Reports (STRs), and Nomenclature Assignments.

(c) The Contractor shall provide supportability analysis to include Level of Repair Analysis (LORA), Failure Analysis and Corrective Action Report (FACAR), Reliability Centered Maintenance Analysis (RCMA), Failure Mode, Effects and Criticality Analysis (FMECA), Spectrum Supportability Risk Assessment (SSRA), Maintenance Task Analysis (MTA), Preventative Maintenance Analysis (PMA), and Support Item Analysis. Herein, the Contractor shall conduct requirements management, risk management, analysis of alternatives, integration planning, schedule coordination, and effort estimations.

(d) The Contractor shall develop, maintain, and deliver an Interactive Electronic Technical Manual (IETM) in accordance with the Technical Manual Contract Requirements (TMCR), S1000D, or other approved Government specifications. The Contractor shall participate in In-Process Reviews (IPRs) during IETM development and joint validation/verification to validate the accuracy/adequacy of the technical content. The IETM shall be developed using the latest Government-approved authoring software and published using a Government-approved publisher. The Contractor shall deliver XML source data, S1000D source data, data modules, publication modules, and a final IETM in PDF format.

(e) The Contractor shall develop, maintain, and deliver the following requirements in accordance with the TMCR:

(1) Technical manual schedule and status report

(2) Technical manual cost report

(3) Technical Manual Organization Plan (TMOP)

(4) Data Module Requirements List (DMRL)

(5) S1000D Data Module Requirements List

(6) S1000D Project Business Rules Decision Table

- (7) S1000D Project Business Rules Exchange (BREX) File
- (8) Technical Manual Quality Assurance (TMQA) program plan
- (9) Technical manual validation plan
- (10) Technical manual validation certificate
- (11) Technical manual verification discrepancy/disposition records
- (12) Technical manual verification incorporation certificate
- (13) New Technical Manual
- (14) Review Draft Copy (RDC)
- (15) Preliminary TM (PTM)
- (16) Final TM (FTM)

(f) The Contractor shall deliver ILS Data Packages, generate and maintain ILS Certifications and checklists, User Logistics Support Summaries (ULSSs), Maintenance Plans, Maintenance Task Analysis, System Training Plans, the Life-Cycle Sustainment Plan (LCSP), or other product support documents per the current build schedule.

(g) The Contractor shall provide support for maintenance, inspection, test, training, repair actions, and inventory management. This includes but is not limited to storage requests, receipts, issues of inventory in Enterprise Resource Planning (ERP), including DD1149 creation and access to ERP-based Weapons System Files; inventory control; packaging and shipping of repair parts, and disposal of excess equipment associated with training systems utilizing the Defense Logistics Agency Disposition Service.

(h) The Contractor shall maintain all auditable ILS documentation with appropriate ILS database applications to include but not limited to Joint Electronic Type Designated Automated System (JETDAS), Interactive Computer Aided Provisioning (ICAP), Allowance Parts List (APL), and Repairable Item Coding (XRIC) Systems or the current system of management. The Contractor shall also maintain Maintenance Index Pages (MIPs), Maintenance Requirement Cards (MRCs), Technical Feedback Reports (TFBRs), Program Support Data (PSD), and National Item Identification Number (NIIN) requests.

(i) The Contractor shall be proficient with Integrated Product Data Management (iPDM) web application to maintain the shore-site configurations, document repository, spares, obsolescence tracking, part failures, and other areas associated with shore-site maintenance. iPDM can be found at <https://ipdm.navy.mil>.

(j) The Contractor shall provide library functions, delivery, staging, and transportation of mixed classification information and media, and courier pickup and deliver to support the maintenance of delivered mission-critical tactical computer programs.

(k) The Contractor shall purchase, document, and maintain the following: a pool of components required for system maintenance and repairs; required recurring software licensing to maintain system functionality; and the ability to repair electronic and environmental systems that exclusively service the electronics spaces associated with shore sites if applicable systems are not supported by NAVFAC.

(l) The Contractor shall assist with the development of ITS training curriculum to include but not limited to Fleet Introduction Training and BFTT/ATD Maintenance Course of Instruction (COI). The Contractor shall provide support for ITS training, developing and gaining approval for curriculum and course material; conducting system introductory and familiarization courses; submitting training completion reports; and providing inputs to Naval Training Systems Plans (NTSPs), Training Installation Transfer Agreements (TITA), and Training Planning Process Methodologies (TRRPMs).

(m) The Contractor shall monitor fielding plans for scheduled and future installations to ensure all Installation Checkout (INCO) kits are completed and meet the scheduled delivery date, review Field Change Instructions to support retrofit requirements, maintain the Training Systems Alteration Record (TSAR), and respond to fleet requests for material or technical assistance.

APPLICABLE CDRLs: A004, A005, , A00B, A00C, A00D, A00E, A00F, , A00L, A00M, A00N, A00P, A00Q, A00R, A00U, A00X, A00Y, A00Z, A010, A011, A012, A013, A014, A016, A017, A01B, A01E, A01F, A01G, A01J, A01K, A01M, A01N, A01P, A01Q, A01R, A01S, A01T, A01U, A01V, A01W, A01X, A01Y, A01Z, A020, A021

C.3.3 Configuration Management

This subtask contains the requirements to support all aspects of ITS shipboard and shore-site CM. This includes supporting the shipboard and shore-site requirements in maintaining the ability to execute auditable, standardized configuration control of all sites including hardware equipment, software versions, documentation, interconnections, cabling, and test scenarios. The support duties and responsibilities include tasks such as the following:

- (a) The Contractor shall maintain all auditable CM documentation within approved CM/ILS database applications. The Contractor shall provide configuration

data to all ship classes and training sites and will prepare, update, review, and submit applicable documents such as Afloat Master Planning System (AMPS), Electronic Configuration Control Board (ECCB) risk forms, system Change Requests (CRs), Ship Installation Drawings (SIDs), Installation Control Drawings (ICDs), Technical Data Packages (TDPs), Item Unique Identification (IUID), and Transaction Items Reporting (TIR). Configuration control will be executed as part of an overall Configuration Control Board (CCB) process led by Government leadership.

(b) The Contractor shall develop and maintain system and equipment interconnect and functional diagrams, network architecture, and facility drawings and diagrams utilizing Computer-Aided Design (CAD) software applications for the training sites. The Contractor shall incorporate all equipment deletions, additions, or cabling modifications performed on any of the systems or facilities into the diagrams and drawings. Data for specific changes requiring drawing modification shall be derived from a Site Change Implementation Notice (SCIN), training-site activation plans, and periodic physical audits.

(c) The Contractor shall perform and capture detailed system activation and installation planning via SCIN. SCINs shall contain such details as a work breakdown structure, facility and configuration diagrams, equipment delivery schedules and storage locations, equipment removal and installation sequences, and cable installation sequences. The Contractor shall provide activation support including cable staging, configuration monitoring, and verification during installation. Post-activation analysis shall be conducted to identify lessons learned and process improvements for future activations.

APPLICABLECDRLs: A004, A005, A006, A00B, A00G, A00H, A00M,, A00P, A00Q, A00R, A00U, A00X, A00Y, A00Z, A010, A011, A012, A013,, A017, A018, A01A, A01B, A01C, A01D, A01E, A01F, A01G, A01P, A01Q

C.3.4 Property Management and Obsolescence Management

This subtask contains the requirements to support all aspects of ITS shipboard and shore-site property management and obsolescence management. This includes laboratory management support, obsolescence management, material preparation and kitting, fault isolation, equipment repair, Operating Material and Supplies (OM&S) support, metrics development, and inventory tracking in applicable Government-approved databases. The support duties and responsibilities include tasks such as the following:

(a) The Contractor shall provide staffed staging facilities within the Norfolk, VA, and San Diego, CA, fleet concentration areas of operation, to include the ability to provide rapid fleet support response; a minimum of 1,500 square-foot climate-controlled staging location with material handling, shipping, and receiving capabilities to all global fleet concentration areas. The Government estimates eight (8) to ten (10) installations per year per location. The staging facilities receive installation equipment and then send it on to shipyards. The staging facility shall be staffed so that within 24 hours of receipt of request to move equipment, the Contractor shall have the capability to ship the equipment to the end location, including OCONUS locations.

(b) The Contractor shall have the capability to troubleshoot, groom, overhaul, and repair all variants of integrated training system equipment, including setting up and testing equipment, running interface cables, building cable harnesses, setting up and maintaining workstations, generating and maintaining laboratory configuration drawings, and providing support for laboratory demonstrations.

(c) The Contractor shall support the obsolescence management of equipment including identifying form, fit, and function replacements for obsolete parts, providing inputs for field changes, ship maintenance, Ship Change Documents (SCD), white papers, and technical manuals.

(d) The Contractor shall support test, evaluation, verification, and validation events. This support shall include test documentation preparation, test planning, requirements traceability analysis, data management and analysis plan preparation, test scenario development, support to unit level and multi-element test, test execution support, test data recording, test data analysis, and other requirements to develop operational test events.

(e) The Contractor shall provide acquisition support for the procurement of Government approved requirements of software, software maintenance, hardware, hardware maintenance, material, supplies, training, and services. The Contractor shall assist the Government in compiling purchase list(s) to fulfill requirements for Government approval.

(f) The Contractor shall provide market research and logistics support in the areas of requisitions, material management, inventory control, and associated database management. The Contractor shall provide a high degree of inventory accuracy and cradle-to-grave accountability for Government material and resources.

(g) The Contractor shall gather and provide the necessary information to complete Information Technology Purchase Requests (ITPRs), Sole-Source Justifications (SSJs), Brand Name Mandatory Justifications (BNMs), and other documents needed to process procurements.

(h) The Contractor shall document and review all data fields in the required systems during the material Life-Cycle of request, receipt, delivery, and disposition. The Contractor shall report weekly/monthly procurement data metrics for tracking procurement requests.

(i) The Contractor shall assist with the General Equipment Property and OM&S actions and the NSWCCD/NAVSEA inventory and audit requirements. The Contractor shall enforce records management by utilizing Government required databases such as ERP to perform inventory management, material coordination, and property controls in support of asset tracking, equipment sighting, and audit responsiveness.

(j) The Contractor shall gather information and complete necessary documents pertaining to property Life-Cycle management, including such forms as DD Form 200, DD Form 1149, and disposition forms.

(k) The Contractor shall coordinate delivery and warehousing of material, equipment, and property. The Contractor shall deliver Government materials to and

within designated Government facilities.

(l) The Contractor shall ensure proper operation of designated logistical and facility support equipment; maintain inventories for equipment, parts, supplies, hardware items; track hardware problems and change control activities; implement standard and urgent operating procedures; prepare designated facilities for special events such as demonstrations and IPR.

(m) The Contractor shall maintain highly accurate and auditable inventories of training site assets, including plant property, spare parts, bench stock, operating material, test equipment, tools, and technical documentation in standardized databases and systems.

APPLICABLE CDRLs: A004, A00B, A00M, A00Q, A00R, A00S, A00U, A00X, A00Y, A00Z, A010, A011, A012, A013, A017, A01C, A01D, A01F, A01G, A01P, A01Q, A022

C.3.5 Shore-Site Operations

This subtask contains the requirements to support all aspects of ITS shore-site operations. This includes operational support to facility staff and users, executing hardware and software maintenance including operational system support, providing logistics support, maintaining near real-time status of equipment readiness, and CM. The support duties and responsibilities include tasks such as the following:

(a) The Contractor shall provide direct user-interface support to include developing and implementing clear and achievable test plans, metrics collection, and loading required media to tactical and simulation systems required to complete test objectives.

(b) The Contractor shall initialize and secure the training site in accordance with the Government-furnished instructed startup/shutdown procedures and prepare the trainer into a ready-for-training state in support of scheduled and ad-hoc military training sessions or other operational use by the Government.

(c) The Contractor shall determine the functional status of equipment and conduct equipment maintenance as required to include troubleshooting hardware and software faults, ordering and installing replacement parts, and conducting preventative maintenance in accordance with the Government-established Preventative Maintenance Schedule. The Contractor shall maintain an onsite parts inventory to perform same-day repairs of common/high-failure items and have the capability to deliver replacements for failed items within 48 hours. All corrective and preventative maintenance actions shall be documented and reported to the Government site manager(s).

(d) The Contractor shall provide system safety engineering support to include safety program planning, system safety engineering analyses, definition of safety requirements, safety verification and validations of designs, implementations, and other mitigations. The Contractor shall identify safety risks and document in Government established Hazard Assessment reports.

(e) The Contractor shall provide personnel with general facility experience to coordinate basic troubleshooting, minor repairs, refurbishment, and maintenance activities at Government sites. The support team will coordinate minor maintenance actions, key-and-lock control, abatement of safety infractions, Very Important Person (VIP) tour preparation, movement of office furnishings/equipment, and logistical support for general maintenance. The Contractor will be expected to provide after-hours support for operational issues. The Contractor shall provide Personal Protective Equipment (PPE) required for all duties. These duties shall not include any functions under the cognizance of Public Works or NAVFAC.

(f) The Contractor shall provide personnel with general facility experience to coordinate basic troubleshooting, minor repairs, facility refurbishment, and maintenance activities at Government sites. The facility support team will maintain oversight of power management equipment including uninterrupted power supplies; back-up generator systems; transfer switches; Heating, Ventilation, and Air Conditioning (HVAC) systems; cooling water systems; and other industrial systems and functions not executed by Public Works or NAVFAC. The Contractor shall develop and maintain accurate engineering drawings; facility Standard Operating Procedures (SOPs); space drawings, and layouts in all R-Department facilities; and data packages detailing power distribution, cooling water distribution, and other critical infrastructure.

(g) The Contractor shall administer a lock-out/tag-out program that supports safe execution of maintenance across all training sites and facilities. The Contractor shall also coordinate recurring maintenance and inspections on project assets such as Uninterruptible Power Supply (UPS) systems, processed water systems, 400Hz converters, and other equipment. The Contractor will coordinate all support services required to support training-site activations and building activities.

(h) The Contractor shall install, set up, maintain, troubleshoot, train users, and break down after the use of conference room support devices such as Video Teleconference (VTC), webcasts, computers, and overhead projector devices.

APPLICABLE CDRLs: A002, A003, A004, A009, A00B, A00C, A00D, A00E, A00M, A00Q, A00R, A00U, A00X, A00Y, A00Z, A010, A011, A012, A013, A014, A015, A018, , A01B, A01C, A01D, A01E, A01F, A01G, A01J, A01K, A01P, A01Q

C.3.6 Systems Engineering

This subtask contains the requirements to support all aspects of ITS shipboard and shore-site systems engineering. This includes engineering studies and analyses of proposed new equipment; analysis of operational and maintenance performance data; determining design defects detracting from the system's capability to perform its intended operational requirements; and providing inputs to engineering changes and alterations. The support duties and responsibilities include tasks such as the following:

(a) The Contractor shall provide engineering drawing support services including red-lining production-level engineering drawings and documents,

Engineering Change Proposal (ECP) drawing changes, technical manual updates, and field-change illustration updates.

(b) The Contractor shall perform systems engineering analysis and document the analysis results to determine appropriate hardware and software programs required to sustain training-site capabilities. Results will be used to support Government development of planned/approved site equipment lists, equipment analysis reports, and site expansion requirements.

(c) The Contractor shall provide subject matter expertise to analyze risks associated with Commercial Off-the-Shelf (COTS) and other training-site products such as networks and switching. The Contractor shall be required to understand and report on the impact of obsolescence for the systems at the training sites and provide risk mitigation strategies for procurement, maintenance, and sustainment. The Contractor shall provide an annual tech-refresh plan and a list of equipment, systems, and software requiring upgrades.

APPLICABLE CDRLs: A004, A00B, A00C, A00M, A00Q, A00R, A00U, A00X, A00Y, A00Z, A010, A011, A012, A013, A019, A01F, A01G, A01P, A01Q

C.3.7 Cybersecurity

This subtask contains the requirements to support all aspects of ITS shipboard and shore-site C6ISR. This includes engineering studies and analysis of communication and network security; design and implementation of engineering changes; supporting new interfaces and architectures; and supporting test events. The support duties and responsibilities include tasks such as the following:

(a) The Contractor shall support in the development and execution of accreditation plans for complex shipboard and shore test sites and simulation systems for both hardware-in-the-loop and virtual testing as a system under test within a certified accreditation boundary. This may include providing Information Assurance Officer Services and applying tactical computer program software, installations, patches, and updates.

(b) The Contractor shall provide for multiple-platform integration of various geographically disbursed testbeds to fully integrate elements in distributed, multisite test events. The Contractor shall provide ongoing technical expertise to perform the integration, configuration, operation, and accreditation of the laboratory test platforms over classified and unclassified networks and communication systems.

(c) The Contractor shall review shipboard equipment documentation for impacts to C6ISR and provide recommendations for improvements; review system-level baseline build plans; identify, track, and plan system-level baseline builds; and assist in project scope management and integration efforts for C6ISR requirements.

(d) The Contractor shall provide Cyber support services to the Government including Information Assurance (IA), RMF, and DOD IA certification and accreditation efforts; translate Concept of Operations (CONOPS) into Cyber requirements for the system's hardware and software processes; and define, validate, and maintain IA controls. The Contractor shall perform Cyber management functions and comply with certification and accreditation guidelines as directed by DOD, Department of the Navy (DON), Secretary of the Navy (SECNAV), Office of Naval Operations (OPNAV), National Institute of Standards and Technology (NIST), National Initiative for Cybersecurity Education (NICE), and NICE Cybersecurity Workforce Framework (NCWF). Qualifications can be found at <https://niccs.us-cert.gov/>.

(e) The Contractor shall align operations with DON RMF mapping of security controls overlays based on the applicable directives, policies, and instructions. The Contractor shall provide support and oversight as required during the Cyber accreditation process and shall ensure all required Cyber qualifications, including Cybersecurity Work Force (CSWF) is achieved and maintained.

(f) The Contractor shall identify, report, and resolve any Cyber violations and ensure that all information systems are functional and secure.

(g) The Contractor shall be responsible for establishing, monitoring, troubleshooting, and supporting all unclassified, classified, and tactical support networks in support of testing for traffic levels, identification of problem areas, and immediate response to network alarm conditions within the training site. Alarm conditions include excessive collisions, backbone failure, remote link failure, network equipment failure, or power failure.

APPLICABLECDRLs:A004,A00A,A00B,A00H,A00M, A00Q, A00R, A00U, A00X,A00Y,A00Z,A010,A011, A012, A013, A01A, A01C, A01D, A01F, A01G, A01P, A01Q

C.4 SERVICE SUMMARY (SS)

The purpose of the SS is to define performance evaluation. The Service Summary Table (SST) below lists the SOW performance objective requirements the appointed Contract Officer Representative (COR) will surveil. The absence of any SOW 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.

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 (FAR 52.246-5). All surveillance observations will be recorded by the COR.

SS # Performance Objective	SOW Paragraph	Surveillance Method	Frequency	Performance Threshold
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Quality of Product or Service	C.3.1 – C.3.7	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>
Cost Control & Reporting	C.3.1 – C.3.7	<p>100% inspection of invoices</p> <p>Metrics for processing</p>	Monthly	<p>Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete, and clearly written.</p> <p>Invoices are timely and accurate. All supporting detail is provided.</p> <p>Sub-contractor invoices are paid in a timely manner. Small Business Sub-contractor invoices are expedited.</p>
Schedule & Timeliness	C.3.1 – C.3.7	Metrics	Monthly	Routinely meets deadlines and schedules, quickly responds to Gov't requests.
Management/ Business Relations	C.3.1 – C.3.7	Government POC feedback	Monthly	<p>Problems are resolved quickly with minimal Gov't involvement.</p> <p>Mgt. is responsive to Gov't requests and concerns.</p> <p>Routinely communicates with Gov't in an effective and timely manner.</p>
Regulatory Compliance	C.3.1- C.3.7	Government POC feedback	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.3.1 – C.3.7	Government POC feedback	Quarterly	3.5 on a 5-point scale
Contractor Availability and Responsiveness	C.6	Government identified personnel	Monthly	<p>The Contractor personnel (Program Manager or designated personnel) shall be available and accessible for consultation with personnel as identified by the Gov't.</p> <p>The expectation is within one (1) hour during business hours and within two (2) hours during non-business hours.</p>
Contractor Flexibility and Innovation	C.3.1 – C.3.7	Government POC feedback	Monthly	<p>This includes the Contractor proactively doing the following:</p> <p>(1) Identifying problems and proposing problem resolutions</p> <p>(2) Introducing innovative solutions</p> <p>(3) Offering suggestions for cost-savings initiatives</p>

				<p>(4) Adjusting processes, technology, and subject matter expertise to respond to evolving requirements within the dynamic NAVSEA/NSWCDD DNA environment.</p> <p>(5) The Contractor's program management staff will work in cooperation with the G't 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.</p>
Compliance with FAR 52.222-50 Combatting Trafficking in Persons	C.4.1 – C.4.5	100% inspection of certificates	Annually	Review of compliance plan required by paragraph (h) of the clause. E.g., 100% compliance of notification of incidents as required by paragraph (d) of the clause and 100% compliance of maintaining a compliance plan (including annual certification) as required by paragraph (h) of the clause.

C.5 CONTRACTOR DEVELOPED DATA

C.5.1 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.

(a) 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.5.2 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, Defense Federal Acquisition Regulation Supplement (DFARS) 252.227.

(c) Digital delivery (e.g., Internet tools, websites, shared networks, etc.) sometimes requires, 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 CO; otherwise, the Government's rights in and to such deliverables shall be governed exclusively by the terms of this contract.

C.6 PROGRAM MANAGEMENT (CLINS 2X00 and 3X00)

(a) The Contractor shall provide an on-site Contractor 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 submit 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.

(c) 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 e-mail to the Government PM and Contracting Officer (CO) at least ten (10) business days prior to effective date of action.

(d) The Contractor shall ensure all employees must maintain security clearances and must also possess and maintain required training, qualifications, and certifications in accordance with 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 CO if the CO 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 Government PM and COR of the occurrence and its actions to mitigate any concerns associated with such occurrence within three (3) business days.

(e) The Contractor shall provide a monthly status report, which will include compliance metrics for each service summary requirement listed in Paragraph C.4 Service Summary Table, schedule, and performance down to the Contract Line Item Number (CLIN) level and shall provide them accurately. The Contractor shall establish and track metrics as defined in Paragraph C.4 Service Summary Table. The monthly report shall outline methods and frequency of customer interactions, reporting processes, and problem resolution procedures.

(f) 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 ensure that the requirements of the contract are satisfactorily performed. The QC Program shall be documented in a comprehensive Quality Control and Quality Assurance Plan (QCQA Plan) that shall be delivered to the CO and COR. The QCQA Plan shall address the qualifications of personnel to ensure qualified candidates are identified, screened, placed, monitored, trained/retained as well as operational requirements that demonstrate techniques for compilation and application of internal controls for workload management as it relates to acceptable performance thresholds defined in Paragraph C.4 Service Summary Table. At a minimum, the QCQA Plan shall address the Contractor's approach to each work requirement in this SOW. The basic tenet of the QCQA Plan is that the Contractor is responsible for quality.

(g) 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.

(h) The Government will provide input through the CO 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 CO within ten (10) business days after contract award and when changes occur.

(i) The Contractor shall provide telephone numbers and e-mail 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 CO to discuss contract issues. The Contractor PM shall provide a point of contact that is available within 24 hours of initial contact, seven (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.

(j) 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 to the Contractor.

(l) The Contractor shall provide personnel who are courteous, observing military and business professional etiquette, and present a neat, clean, and professional appearance. All personnel shall be knowledgeable and able to effectively communicate problem resolutions to and for customers. All Contractor personnel shall be qualified and maintain certifications as prescribed throughout this SOW and in accordance with DODD 8140.01 Cyberspace Workforce Management on the first day of performance and throughout the duration of the contract.

(m) Personnel providing service under the contract shall be required to possess and maintain current certifications in accordance with DODD 8570.01-M, DOD Approved 8570 Baseline Certifications (<http://iase.disa.mil/iawip/Pages/iabaseline.aspx>) on the first day of performance of this contract.

APPLICABLE CDRLs: A008, A01L, A023

C.6.1 Post-Award Meeting

A Post-Award Meeting with the successful Offeror will be conducted; see C-242-H002. The Post-Award meeting shall be documented using the appropriate CDRL. After Government review of the initial invoice, the CO, COR, and Contractor may meet to review the adequacy of the supporting documentation that is submitted.

APPLICABLE CDRL: A011

C.6.2 Monthly COR Meeting

(a) 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.

(b) The Contractor shall document meeting minutes and action items to be included in the Contracting Officer's Management Report (COMR).

(c) The specific format shall be pre-approved by the COR and Contracting Officer prior to the first submission.

APPLICABLE CDRLs: A008, A011

C.6.3 Contracting Officer's Management Report (COMR)

(a) The Contractor shall submit a monthly COMR and Contract Status Report. Any and all Sub-Contractor, Consultant, or Vendor data shall be current through the as of date of the report.

(b) The report shall be unclassified and reflect no proprietary markings.

(c) The specific format shall be pre-approved by the COR and Contracting Officer prior to the first submission.

APPLICABLE CDRLs: A007, A008

C.6.4 Quarterly In-Progress Reviews (IPRs)

(a) The Contractor shall prepare and conduct quarterly IPRs, to be held at a location mutually agreed upon by the Contractor and the COR. The first IPR shall be two (2) months after award of Task Order and quarterly thereafter.

(b) 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, a self-assessment report that shows compliance with the service summaries and accomplishments during the quarter, 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.

(c) The Contract shall submit meeting minutes using the appropriate CDRL, including the list of attendees and action items.

(d) The specific format shall be pre-approved by the COR and Contracting Officer prior to the first submission.

APPLICABLE CDRLs: A004, A011, A00J

C.6.5 Training Completion Log

(a) The Contractor shall submit a Mandatory Training Completion Log for training upon request. This log shall be included in the COMR.

(b) The Contractor shall maintain running Mandatory Training Completion Log to be submitted to the Government upon request for personnel assigned to the TO start date through TO end date by each Period of Performance (POP).

(c) 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 (indicated by "yes/no").

(d) The specific format shall be pre-approved by the COR and CO prior to the first submission.

APPLICABLE CDRL: A008

C.6.6 Project Conclusion/Transition-Out Plan

(a) Using the appropriate CDRL, the Contractor shall develop and submit a transition-out plan that assumes re-compete of the contract requirements resulting in award and transition to another Contractor.

(b) 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.

APPLICABLE CDRL: A00T**C.6.7 Notification of Potential Organizational Conflict of Interest**

(a) The Contractors are reminded that certain arrangements may preclude, restrict, or limit participation, in whole or in part, as either a Sub-Contractor or as a Prime Contractor under this competitive procurement. Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause in the current contract, the Contractor shall comply with FAR Subpart 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during Task Order performance.

(b) The Contractor shall provide notice within fourteen (14) days of receipt of any information that may indicate a potential OCI and how it shall mitigate this.

C.6.8 Nondisclosure Agreements (NDAs)

(a) 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 averse 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 CO or COR. The Contractor shall not use, disclose, or reproduce proprietary data that 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 backup documentation, will be considered the property of the Government.

(b) NDAs may be utilized to allow for access to company sensitive and proprietary data. For tasks requiring NDAs, the Contractor shall obtain appropriate agreements for all of its employees who are associated with the task requiring such an agreement.

(c) Contractor personnel may be required, from time to time, to sign NDAs as applicable to specific tasking. The COR will notify the Contractor of the number and type of personnel who will need to sign the NDAs. The signed NDAs shall be executed prior to accessing data or providing support for information to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

C.6.9 Contractor Personnel Administration

(a) The Contractor shall comply with the requirements of NAVSEA and NSWCD 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 who 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.

(b) When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly 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 shall not lead/manage/supervise Government personnel. Contractor program /project managers shall be clearly identified and known as such by Government employees.

C.6.10 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., Submarine Safety Program (SUBSAFE) certificates, etc.). Personnel performing on board U.S. Navy Ships must have at a minimum a current SECRET Security Clearance, interim clearances are acceptable. 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 using the appropriate CDRL.

(c) All personnel assigned to classified tasks must possess, at least at a minimum, a current "SECRET" Security Clearance, Interim clearances are acceptable.

(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) pounds 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 Occupational Safety and Health Administration (OSHA) Maritime Shipyard Employment Course #7615 completion card within sixty (60) days of employment.

APPLICABLE CDRL: A01G

C.6.11 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) The Contractor shall maintain all licenses/certifications for operating Government vehicles (car, truck, van, forklift, and/or man-lift) both on-site at NSWCDD DNA 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.

(c) The Contractor shall complete all mandatory training as prescribed by the Government for general, safety, emergency medical services, etc., topics. These training requirements are accessed through Government web-based training (WBT) and classroom training.

(d) Repair and maintenance employees working aboard vessels, dry docks, and piers shall have a valid ten (10) hour OSHA Maritime Shipyard Employment Course #7615 or NAVSEA-approved equivalent completion card within sixty (60) days of employment.

(e) Private Shipyards. Private shipyards may require other documentation and additional training in advance of proceeding to the yard.

(f) 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.

(g) Privacy training is mandatory for all NSWCDD DNA personnel (Military, Civilian, and Contractor) and must be completed annually.

(h) Contractor employees shall complete all cybersecurity certifications and continuing education training specified in DoD 8570.01-M and DoDD 8140.01, as required by DFARS 252.239-7001.

(i) 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.

APPLICABLE CDRL: A008

C.6.12 Labor Tripwire Justification

The Contractor shall monitor monthly average actual spend rates compared to monthly average fully burdened proposed rates on a per CLIN basis. The Contractor shall advise the COR and the Contract Specialist, by email, of any variation of actual-to-proposed rate averages greater than 15 percent. The Contractor's notification shall include the following information:

(i) an actual vs. proposed dollar per hour comparison (fully burdened);

(ii) the percentage variation between the actual and proposed average;

(iii) explanation of what is causing the variation;

(iv) whether or not the Contractor expects this condition is temporary or permanent;

(v) the Contractor's plan for addressing and correcting the variation; and

(vi) additional information as requested by the Government to assist in reporting per the most recent NAVSEAINST 4200.19(series) revision.

C.6.13 Non-Personal Services/Inherently Governmental Functions

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 CO immediately.

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.

C.6.14 On-Site Environmental Awareness

(a) The Contractor shall strictly adhere to all Federal, State, and local laws and regulations, Executive Orders, and DOD and DoN policies.

(b) The Contractor shall ensure that each Contractor employee who has been or will be issued a CAC completes the annual NSWCD DNA Environmental Awareness Training (EAT) within thirty (30) days of commencing contract performance and annually thereafter as directed by their NSWCD DNA 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 NSWCD DNA Environmental Policy Statement within thirty (30) days of commencing contract performance. This document will be available from the COR; however, the policy is also provided on the publicly available NSWCD DNA website.

https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office

(d) Within thirty (30) days of commencing contract performance, the Contractor shall certify by e-mail to their 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 5210.8F).

C.6.15 Hazardous Materials (HAZMAT) 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.

(b) Hazardous materials are defined in FED-STD-313F and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(c) 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.

(d) HAZMAT must be used safely according to local Standard Operating Procedures (SOPs).

C.6.16 Operation of Government Vehicles

(a) The Contractor may be required to drive Government vehicles on-site at NSWCD DNA and off-site in the performance of duties associated with the tasking of this TO.

(b) Government-provided vehicles will be used solely for the purposes as described in the SOW.

(c) All drivers must present proof of a valid state driver's license prior to operating a government vehicle. A valid state driver's license shall be accepted as proper authority for operation of vehicles up to and including 10,000 pounds gross vehicle weight and carrying less than 15 passengers.

(d) For vehicles over 10,000 pounds and carrying more than 15 passengers a valid state driver's license and proof of required Navy training for those vehicles is required.

(e) The state driver's license must be valid for the class and weight of the vehicle that will be operated. Individual TIs, if required, will identify the specific vehicles that may be operated.

C.6.17 On-Site Safety Requirements

(a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, NSWCDINST 5100.1 Occupational Safety and Health Instruction (current revision), and all other applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the NSWCD document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance at NSWCD.

(c) The contractor shall provide each contractor employee with the training required to do his/her job safely and in compliance with applicable regulations.

The contractor shall document and provide, upon request, qualifications, certifications, and licenses as required. Contractors conducting lead or asbestos abatement activities shall also provide a written abatement plan to the Safety & Environmental Branches for review and approval.

(d) The contractor shall provide each contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.

(e) Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision) [provided upon request]. Prior to bringing radioactive materials or machine sources on base, the contractor must notify the Command Radiation Safety Officer in the Safety Branch.

(f) Contractors shall not procure hazardous material (HAZMAT) on behalf of NSWCD D without following the approved HAZMAT procurement process in ERP. For emergency HAZMAT purchases only, the contractor shall alert the Safety & Environmental Branches and request a waiver to procure outside the HAZMAT procurement process. For emergency purchases, the contractor shall submit an Authorized Use List Addition form and the Safety Data Sheet to the Safety & Environmental Branches for approval. Once the HAZMAT arrives onsite, the contractor shall alert the Environmental Branch so that it can be barcoded and added to the inventory.

(g) HAZMAT owned by the contractor and brought into NSWCD D work spaces for temporary use shall be reviewed and approved by the Safety & Environmental Branches prior to use. The contractor shall submit the Safety Data Sheet that must be routed through the government supervisor responsible for the specific work area. This HAZMAT must clearly be marked that it is contractor owned and shall not be stored in NSWCD D spaces.

(h) Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three (3) years upon request by the Safety Branch. A contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day-to-day activities by the command.

(i) The contractor shall immediately report all work-related injuries/illnesses that occur while working at NSWCD D, or an off-site location (including shipboard), to the Safety Branch.

C.7 GOVERNMENT-FURNISHED ITEMS

C.7.1 Government Furnished Property (GFP)

(a) GFP is anticipated to be issued to the Contractor.

(b) The Contractor shall maintain and report the inventory of GFP issued to them.

APPLICABLE CDRLs: A022, A00S

C.7.2 Government Provided Workspace

The Government will make the following NSWCD D and NSWCD D DNA Government spaces available to Contractor personnel. The Government may make additional spaces available during Task Order performance.

Location	# of Persons	Labor Category	Workspace Location
Dam Neck	3	Technician III	Building 127/BFTT Lab TH114
Dam Neck	1	Technician IV	Building 127/BFTT Lab TH114
Dam Neck	1	Technician V	Building 127/BFTT Lab TH114

The Government will provide access to NMCI/other Government computer resources as required.

GFP (e.g., hardware, software, firmware) may be provided to support access provided to NMCI/other Government computer resources as required during performance of this Task Order.

GFP/Government Furnished Information (GFI) to be provided during the performance of this effort will be detailed in each TI issued.

C.7.3 Government Furnished Information (GFI)

GFI required by the Contractor for the performance of this contract and agreed to by the SME, shall be requested in writing to the COR.

C.8 OTHER DIRECT COSTS

C.8.1 Contractor Acquired Property

The term “material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item.

The term “equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for performance of a contract. Equipment is not intended for sale and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

The term “Government property” means all property owned or leased by the Government. Government property includes both Government furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property.

(a) During the performance of this contract, it may be necessary for the Contractor to procure materials in support of tasks outlined in Section C.4. The procurement of materials of any kind that are not directly related to and necessary for performance may be determined to be unallowable costs pursuant to FAR Part 31. The term “material” includes supplies, parts, equipment, hardware, and Information Technology (IT) resources including hardware, services, and software. IT resources shall not be purchased unless DoD and Navy purchasing procedures (including ITPR approval) have been satisfied and approvals obtained. IT resources include personal computers (PCs), laptops, printers, software, servers, hubs, routers, phones, fax machines, and any related maintenance, telecommunications, training, or other support services. All IT resource other direct cost (ODC) purchases require COR and PCO approval regardless of the dollar value associated with the purchase. Any material provided by the Contractor is subject to the requirements of the FAR, DFARS, NMCARS, and the applicable Department of Navy regulations and instructions. Charges related to materials costs may include General and Administrative (G&A) expenses but shall not include fee or profit. The Contractor is required to possess and maintain an adequate property management system. The system must track all materials/ODCs associated with this contract. Upon completion of the TO/DO POP, all material associated with this contract that is purchased by the Contractor and not depleted or previously delivered to the Government in accordance with the procedures outlined during the performance of the contract shall become the property of the Government.

(b) All requests for the procurement of material shall be submitted via a Contractor Furnished Material (CFM) Report to include the justification for purchase. The numbers of and types of material purchases 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.

(1) If the Contractor operates a Defense Contract Management Agency (DCMA) approved purchasing system, individual item purchases less than \$10,000.00 shall be approved by the COR, equal to or over \$10,000.00 shall not be executed until the COR reviews the requested purchase and approval is obtained from the PCO.

(2) If the Contractor does not operate an approved purchasing system, individual item purchases less than \$3,000.00 shall be approved by the COR, equal to or over \$3,000 shall not be executed until the COR reviews the requested purchase and approval is obtained from the PCO.

(c) No purchases of any amount shall be executed by a Sub-contractor if it does not have a Defense Contract Audit Agency (DCAA) approved accounting system.

(d) The CFM Report shall identify Contractor unique voucher number used in invoicing, item description (noun name, model, part number), vendor, requisition order information (item required by date, item order date, item received date), Work Area supporting, purchase purpose, purchase unit, price per unit, quantity purchased, total purchase price, unbilled yes/no, and invoice number billed.

(e) The current period being reported is part of the COMR using the appropriate CDRL for the period being reported, period invoiced, and the COR’s monthly report to the PCO.

(f) The specific format will be addressed at the Kick-Off meeting.

(g) CAP purchased items (unless totally consumed) shall be retained on base in field tool sets.

(h) Materials not fitting the descriptions listed in this section shall not be purchased unless agreed to by the Contracting Officer and subsequently added by Task Order modification.

(i) Procedure for obtaining COR and/or CO approval, the Contractor shall submit a request for purchase of materials to the COR through e-mail copying the CO. The COR shall review the request, if it is in accordance with above and requires CO approval, the COR shall submit the request to the CO for review and approval. Minimum requirements for a written request for purchase are as follows:

(1) Description of the material to be purchased

(2) Quantity

(3) Unit and total cost

(4) Delivery/freight charges

(5) Any associated service charges such as assembly, configuration, packing, etc.

- (6) An explanation of the need for the material
- (7) Copy of the competitive quotes received from potential suppliers
- (8) The basis for the selection of the selected supplier
- (9) Explanation of the determination of price reasonableness regarding the selected supplier costs
- (10) If the procurement is sole sourced to a supplier or manufacturer, include the rationale for limiting the procurement to that supplier or manufacturer (seek assistance from Contract Specialist for guidance, if needed).
- (11) ITPR request date, and if granted, approval date and tracking numbers
- (j) The Contractor shall possess and maintain an adequate property management system. The system shall track all CAP associated with this Task Order.
- (k) Procedures for CAP delivered prior to completion of the Contract Period of Performance. CAP delivered prior to completion of the contract POP shall be in accordance with DFARS PGI 245.402-711.
- (1) The Contractor shall report the delivery of all CAP to the Government prior to delivery to the COR and CO.
- (2) The CFM Report shall identify the following: CLIN, Item Description, Type Designation, NSN, PIN, Quantity, Unit of Measure, Serial Number (UII), Original Unit Acquisition Cost and the date placed in service by the Contractor.
- (3) All CAP shall be delivered to Building 125, Central Receiving, NSWCDD DNA with a DD Form 250.
- (4) The DD Form 250 shall include the following:
 - (i) Dollar Value
 - (ii) Purchase Request Number
 - (iii) Item Description
 - (iv) Serial Number
 - (v) Model Number
 - (vi) Quantity (Qty)
 - (vii) TO/DO Number
 - (viii) Technical Point of Contact (TPOC)
 - (ix) Assigned Unique Serialized Identification Number
 - (x) In addition, each deliverable shall have an IUID tag and the corresponding information uploaded into PIEE
 - (xi) Invoicing, Receipt, Acceptance and Property Transfer
- (1) At the conclusion of this Task Order, the Contractor shall transfer all materials not depleted or previously delivered to the Government by way of a Material Inspection and Receiving Report (DD Form 250). Physical delivery of all CAP shall be delivered to Building 125, Central Receiving, in accordance with DFARS PGI 245.402-71.

APPLICABLE CDRLs: A008, A00S, A024.

C.8.2 Materials List

The costs of general-purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the contract - unless supported by DCMA as a procedure of the Contractor's accounting procedures. General purpose business expenses include but are not limited to the costs for items such as telephones (including cell phones) and telephone charges, copy machines, word processing equipment, personal computers, and other office equipment and supplies. Materials not fitting the descriptions listed in this Section may not be purchased unless mutually agreed to by both the Government and Contractor and subsequently added to the TO by modification.

(a) The materials and equipment contained in the following list are authorized for purchase once the Contractor has complied with approval requirements and the following:

- (1) Software Tools – Jenkins, JIRA, Wind River VxWorks, Red Hat Enterprise Linux, McAfee VirusScan Enterprise, Subversion, Oracle Virtualbox, Cameo,

or similar types of items.

(2) Software Licenses – RedHat Licenses, Oracle Licenses, McAfee Viruscan Licenses, Cameo, or similar types of items.

(3) Hardware and software products to support testing and prototyping – Laptop computers, Circuit Card Adapters (CCA), Blade Servers, VME Chassis, Hard Drives, I/O Switches (KVM, Black Boxes), or similar types of items.

(4) Software Tools – Jenkins, JIRA, Wind River VxWorks, Red Hat Enterprise Linux, McAfee VirusScan Enterprise, Subversion, Oracle Virtualbox, Cameo, or similar types of items.

(b) Procedure for obtaining COR and/or CO approval, Contractor shall submit a request for purchase of materials to the COR through e-mail. The COR shall review the request, and if it requires CO approval, the COR shall submit the request via the Contract Specialist to the CO for review and approval.

C.8.3 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 travel performed from the Contractor's facility to NSWCDD DNA and from NSWCDD DNA to the Contractor's facility is unallowable. Travel to the following representative destinations shall be specified in each Technical Instruction (TI).

Destination	Number of Trips	Number of Travelers	Duration of Each Trip (Days)
Bath, ME	1	1	5
Bloomington, IN	4	15	5
Bremerton, WA	1	1	5
Bremerton, WA	2	5	14
Bremerton, WA	2	3	21
Bremerton, WA	2	8	27
Chicago, IL	12	2	5
Dahlgren, VA	6	2	5
Dahlgren, VA	12	2	5
Develesu, Romania	4	5	10
Everett, WA	1	1	5
Everett, WA	2	5	14
Everett, WA	2	3	21
Everett, WA	2	8	27

Everett, WA	3	2	5
Halifax, Canada	2	2	24
Kauai, HI	4	5	10
Mayport, FL	2	5	14
Mayport, FL	2	3	21
Mayport, FL	2	8	27
Mayport, FL	3	2	5
Moorestown, NJ	12	2	5
Newport, RI	1	1	5
Pascagoula, MS	1	1	5
Pascagoula, MS	2	5	21
Pearl Harbor, HI	1	1	5
Pearl Harbor, HI	2	5	14
Pearl Harbor, HI	2	3	21
Pearl Harbor, HI	2	8	27
Pearl Harbor, HI	3	2	5
Pearl Harbor, HI	2	2	5
Pensacola, FL	1	1	5
Portland, OR	2	5	14
Portland, OR	2	3	21
Portland, OR	2	8	27
Redzikowo, Poland	4	5	10

Rota, Spain (SP)	1	1	10
Rota, SP	2	2	14
San Diego, CA	4	2	5
San Diego, CA	12	3	5
San Diego, CA	3	2	5
San Diego, CA	2	2	5
Sasebo, Japan (JP)	1	1	10
Sasebo, JP	2	5	14
Sasebo, JP	2	3	21
Sasebo, JP	2	8	27
Sasebo, JP	2	2	14
Seattle, WA	2	5	14
Seattle, WA	2	3	21
Seattle, WA	2	8	27
Sydney, Australia	2	2	24
Kaohsiung, Taiwan	2	2	24
Virginia Beach, VA	5	2	5
Wallops Island, VA	12	2	5
Washington, DC	1	1	5
Washington, DC	12	2	5
Washington, DC	6	2	5
Wilhelmshaven, Germany	2	2	10

Yokosuka, JP	1	1	10
Yokosuka, JP	2	5	14
Yokosuka, JP	2	3	21
Yokosuka, JP	2	8	27
Yokosuka, JP	2	2	14
Yokosuka, JP	2	2	24

(b) All travel shall be conducted in accordance with NAVSEA Text B-231-H001 and shall be pre-approved by the COR. The Contractor's travel request must show the appropriate TO 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, also known as day 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 TO and has not been approved by the COR prior to the incurrence of costs associated with the travel. The Contractor shall document (in a Trip Report) actions performed during travel using the appropriate along with reconciling the travel for each POP. Reimbursable travel costs will be subject to the limitations provided in FAR 31.205-46.

(c) The numbers 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 PM.

(d) Overseas traveler must also comply with DOD and regional requirements such as Aircraft and Personnel Automated Clearance System (AAPACS), Isolated Personal Report (ISOPREP), and Individual Anti-Terrorism Plan (IATP).

APPLICABLE CDRLs: A01G

C.9 SECURITY

C.9.1 Contract Security

(a) The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this effort. The Contractor shall have SECRET facility clearance at the time of proposal as required by the Department Industrial Security Program. All personnel performing classified tasks under this order shall possess, at minimum, a DOD Industrial Security Clearance of at least SECRET by the time of award; interim clearances are acceptable. Some work accomplished under this contract will be classified up to the level of SECRET. Some tasks may require a NATO SECRET clearance for work performed in support of Foreign Military Sales (FMS). 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; some Contractor personnel will require access to SIPRnet. Access to Foreign Government Information (FGI) may be required from the governments of Germany, Australia, Canada, and Taiwan to obtain documents on specific systems.

(b) Controlled Unclassified Information (CUI), to include Personally Identifiable Information (PII), generated and/or provided under this contract shall be safeguarded and marked as specified in DoDI 5200.48.

(c) Contractors working in Open Storage Secret (OSS) spaces with Open/Close privileges shall be aware of their responsibility and be trained in procedures for end-of-day security checks to include closing OSS spaces.

(d) 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 in the countries of Japan, Germany, Australia, Spain, Romania, Poland, and Taiwan.

(e) Access to classified spaces and material and generation of classified material shall be in accordance with the 32 CFR Part 117 and the NSWCDD Command Security Manual.

(f) The Contractor shall maintain the capability to store information up to and including SECRET. All data generated under this contract shall be classified in accordance with the guidance in the 32 CFR Part 117 and the NSWCDD Command Security Manual.

(g) Prior to starting work on tasks requiring clearances, Contractor personnel shall possess the required current clearance based on a National Agency Check (T3/T3R) completed within the last ten (10) years. Contractor must comply with guidelines specified on the DD254. An interim SECRET clearance is acceptable at time of award so long as a current clearance is obtained within 180 calendar days subsequent to award unless further extended by prior written authorization by the Contracting Officer. The Contractor shall submit completed clearance packages within ten (10) calendar days or identification of any increased security requirements.

(h) Cybersecurity Workforce (CSWF) Personnel – Personnel performing technical support under this order may be required to possess, at a minimum, the appropriate DON-approved baseline certifications prior to starting work. Additionally, Cyber IT/CSWF members are required to complete the requisite quantity of continuing education training, also referred to as continuous learning, currently forty (40) hours every year in addition to the requirement to completing Annual Cyber Awareness training as directed by the DON. Cyber IT/CSWF program qualification is a requirement of all positions that are involved in the cybersecurity of computers, systems, and or networks.

(i) Certain Contractor personnel will require DOD Directive 8570.01M or its successor certification(s)/qualifications to be maintained throughout the performance of this contract.

(j) Contractor requests for visit authorizations shall be submitted in accordance with National Industrial Security Program Operating Manual (NISPOM), 32 CFR Part 117, as early as practicable and not later than three (3) 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. 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.9.2 Security Classification Specification

(a) Classified Military Information (CMI). This is information that is originated by or for the DOD, or a Military Department, or an entity under its jurisdiction and control, and that 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) Controlled Defense Information (CDI). Means unclassified controlled technical information as described in CUI Registry (<https://www.archives.gov/cui/registry/category-list>). CDI that is stored on a Contractor's system make the system a Covered Contractor Information System (CCIS), which is subject to NIST SP 800-71. NIST SP 800-171 Section 3.12.4 requires Contractors to create a System Security Plan (SSP). CDI provided to the Contractor may include information in sections C.3.1-3.7 of this SOW. CDI will be clearly identified in each Technical Instruction issued under this contract. The Contractor will be required to submit their SSP to NSWCCD DNA upon award.

C.9.3 Use of Information System (IS) 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 NSWCCD DNA IS Resources: If the Contractor is required to have access to NSWCCD DNA 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 NSWCCD DNA IS resources (at any site), the IS shall be accredited for Contractor use in accordance with procedures specified by the Information Assurance Office.

(d) Connections between NSWCCD DNA and Contractor facilities: 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 NSWCCD DNA, then the following apply:

(1) Such interconnection shall take place only after approval from the NSWCCD DNA 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 Chairman of the Joint Chiefs of Staff Instruction (CJCSI) 6211.02D regarding Memorandums of Agreement.

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

C.9.3.1 Information Security and Computer System Usage

(a) In accordance with U.S. Navy policy, any personnel, including the Contractor's, who utilizes DOD-owned systems, shall assume responsibility for adherence to restrictions regarding Internet and e-mail usage.

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

(c) 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.

(d) 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.

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

C.9.3.2 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 IA 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 DNA 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 8140.01.

C.9.3.3 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.9.3.4 Electronic Spillages

Electronic Spillages (ES) are unacceptable and pose a risk to national security. 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.). The Contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCDD and a lack of attention to detail about the handling of classified information of IS security discipline and will be reflected in the Contractor's performance rating. In the event that 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.

NSWCDD Security will be responsible for the corrective action plan in accordance with the security guidance reflected on the DOD Contract Security Classification Specification - DD254. NSWCDD Security will identify the Contractor facility and contract number associated with all electronic spillages that involve the Contractor. NSWCDD Security will notify the Contracts Division with the Contractor facility name and contract number, incident specifics and associated costs for clean-up. The Contracting Officer will be responsible to work with the Contractor Facility 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.9.3.5 Portable Electronic Devices (PEDs)

(a) Non-government and/or personally owned portable electronic devices (PEDs) 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. PED's 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, CD-RWs, DVD-RWs, MP3 players, iPads, digital picture frames, electronic book readers, kindle, nook, cameras, external hard dish drives, and floppy diskettes.

(b) 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) 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.

(d) 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 form and action tracker process.

(e) Personally owned hardware or software shall not be connected or introduced to any NSWCD hardware, network, or information system infrastructure.

(f) Navy-issued peripheral:

(1) 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.

(2) 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 discussions are occurring.

(3) 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.

(4) 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.

(5) Government issued peripherals may be used on personal devices. 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.9.4 Operations Security (OPSEC)

(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 NSWCD.

(b) 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.

C.9.5 [Reserved]

C.9.6 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 CO.

(d) The Contractor shall ensure that any employee who has a CAC turn it in the upon termination of his or her employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise NSWCD DNA Physical Security of all changes in their personnel requiring NSWCD DNA base access.

(e) For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCD DNA Physical Security in advance of the date, time, and location where the NSWCD DNA 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 NSWCD DNA Physical Security of the separation and arrange between the former employee and NSWCD DNA Physical Security for the return of the badge.

C.9.7 Visits by Foreign Nationals and Foreign Representatives

(a) Contract performance may require that the Contractor host, at an off-base location, foreign nationals and/or foreign representatives. A foreign national is a person who is a citizen of a foreign nation, and who is not a citizen of the United States. A foreign representative is a person who represents a foreign interest in dealings with the U.S. Government, either directly or through dealings with a U.S. Government Contractor. A foreign representative may be a United States citizen.

(b) A Contractor-hosted visit of a foreign national or foreign representative may be either an “official” visit or an “unofficial” visit. An official visit is a visit where the foreign national or foreign representative is representing a foreign government in an official capacity. An unofficial visit is a visit where the foreign national or foreign representative is not representing a foreign government.

(c) A visit by a foreign national or a foreign representative may be either “DOD Sponsored” or “Non-DOD Sponsored”. A DOD Sponsored visit is a visit that is coordinated by a DOD entity. A Non-DOD Sponsored visit is a visit that does not involve DOD coordination (A visit by either a foreign national or a foreign representative pursuant to performance by the Contractor under this contract is not considered to be, by itself, a sponsored visit).

(d) The Contractor hosting a visit by either a foreign national or a foreign representative is responsible for adherence to DOD and DON directives, instructions, regulations, and manuals that govern foreign disclosure. “Foreign Disclosure” is defined as the disclosure of Classified Military Information (CMI) and Controlled Unclassified Information (CUI) to foreign nationals and/or foreign representatives. Disclosure of such information may be accomplished orally, visually, in writing, or by any other medium.

(e) 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.

(f) 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.

(g) NSWCDD Foreign National Visitor and Foreign Disclosure Application process. NSWCDD has established a foreign national visitor approval and foreign disclosure process. Whenever, pursuant to the terms of this contract, a visit to a Contractor facility or Contractor workspace by a foreign national or foreign representative is anticipated, and one or more NSWCDD employees will be in attendance at this visit/meeting for the purpose of potential discussions, above the public release level, resulting in disclosure of either CMI or CUI, a completed “NSWCDD Foreign National Visitor and Foreign Disclosure Application” e-form must be supplied to the Contractor’s Facility Security Officer (FSO). The accountable NSWCDD personnel attending the meeting must ensure that the NSWCDD disclosure process has been complied with and an approved copy of the “NSWCDD Foreign National Visitor and Foreign Disclosure Application” generated e-form has been provided to the COR and the Contractor’s FSO. The Contractor’s FSO should ensure that approved copies of the e-form are maintained at their facility as a record of compliance with requirements set forth in the 32 CFR Part 117 as well as the requirements set forth above.

C.10 TELEWORK

Pursuant to NAVSEA H-216-H002, Level of Effort--Alternate I (OCT 2018), the Contractor may perform up to 100% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. However, restrictions against teleworking apply to those labor categories with security concerns and restrictions related to classification of the data being administered.

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

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

- a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.
- b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.
- c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).
- d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

2. Compliance to NIST 800-171

- a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.
- b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:
 - (1) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;
 - (2) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;
 - (3) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.
 - (4) Audit user privileges on at least an annual basis;
 - (5) Implement:
 - i. Control 3.13.11 (FIPS 140-2 validated cryptography or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,

ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see <https://csrc.nist.gov/projects/cryptographic-algorithm-validation-program>);

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

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

3. Cyber Incident Response

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

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

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

4. Naval Criminal Investigative Service (NCIS) Outreach

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

5. NCIS/Industry Monitoring

(a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

(b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.

(c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

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

(a) Definitions.

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

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

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

NONE

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

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

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 [To be completed at time of Award] in response to NAVSEA Solicitation No. N0017822R3027.

(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 email. The email shall include the Contractor employee's name, work site, and contract number.

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

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

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

(e) The Safety Office points of contacts are as follows: [To be 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 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 ventures, 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 2022)

(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 Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

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

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <https://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 MEETING (NAVSEA) (OCT 2018)

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

Location/Address: [TBD]

(b) The Contractor will be given [7] 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.

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 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (APR 2022)

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

(1) Impact on subcontracting goals,

(2) Impact on providing support at the contracted value,

(3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort NXG fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort NXG prime, (ii) fee rate caps that are no higher than the subcontractor'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 Sub-paragraph (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.

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

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

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

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-H001 ADDITIONAL MARKING REQUIREMENTS FOR FMS ITEMS (NAVSEA) (OCT 2018)

(a) The following identifying marks shall appear on the outside of each box, parcel and/or crate and all shipping papers included in each shipment:

NAVY FMS CASE _____

REQUISITION NO. _____

ITEM DESCRIPTION

If a consolidated shipment of several items in one container is forwarded, add to the above information "CONSOLIDATED SHIPMENT, CONTAINS _____ ITEMS".

(b) The inscription "UNITED STATES OF AMERICA" shall be affixed in a suitable size indelible stencil, label or printed form on all external shipping containers or the exterior surface of uncrated items.

(c) All invoices, correspondence, reports and other documents shall be identified with the appropriate FMS case designator, requisition number(s), and item description(s).

(End of Text)

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

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

D.1 Packaging

For each individually packaged part, packaging shall be marked clearly on the outside of the packaging with "F Condition/NRFT" or "A Condition/RFI", Part Number, Part Name, Serial Number, and National Stock Number (NSN). Packaging and labeling of the repaired assemblies shall be in accordance with MIL-STD-2073 for shipment or storage of assemblies

Section E - Inspection and Acceptance

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

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

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

Items 2000 and 2100—Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

E.1 Repair of Parts

Contractor shall conform to Defense Logistics Management Standards Vol. 2 Supply Standards and Procedures. CHG 14, dated 9 APR 2022.

Section F - Deliveries or Performance

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

2000 AA	08/01/2023 - 07/31/2024
3000 AA	08/01/2023 - 07/31/2024

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

2100 AA	08/01/2024 - 01/31/2025
3100 AA	08/01/2024 - 01/31/2025

F.1 PLACE OF PERFORMANCE

(a) 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. The representative travel locations can be found C.8.3.

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 as follows:

CLIN(s)	FROM	TO
4000	08/01/2023	07/31/2024
4100	08/01/2024	01/31/2025

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

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

(End of Text)

Section G - Contract Administration Data

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.

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.

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

“Payment request” and “receiving report” are defined in the clause at 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	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.

(End of clause)

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

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

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/SLINs	ALLOTED TO COST	ALLOTED TO FEE	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.

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Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and- Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN

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Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation- Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers					within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN.

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

(End of text)

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

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

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

(End of Text)

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

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

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

(c) The points of contact are as follows:

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

Name: Patricia Woodhouse

Address: Naval Surface Warfare Center, Dahlgren Division

17632 Dahlgren Rd, Suite 106

Phone: (540) 834-9106

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

(ii) The Contract Specialist is:

Name: Collin Ende

Address: Naval Surface Warfare Center, Dahlgren Division

17632 Dahlgren Rd, Suite 106

Phone: 540-653-7038

E-mail: Collin.t.ende.civ@us.navy.mil

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

Name: [*]

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

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

The Contracting Officer's Representative (COR) is:

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

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

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

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

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

The Technical Point of Contact (TPOC) is:

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

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

The Alternate Technical Point of Contact (ATPOC) is:

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

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

The Ombudsman is:

Name: Allison Strong

Address: 17632 Dahlgren Rd,

Ste 157, Dahlgren VA,

22448

Phone: (540) 653-4806

E-mail: allison.s.strong.civ@us.navy.mil

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

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

Name: [*]

Address:

[*Street]

[*City, State, Zip]

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

E-mail: [*]

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

Name: [*]

Address:

[*Street]

[*City, State, Zip]

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

E-mail: [*]

[*] To be completed at contract award

(End of Text)

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

(a) The policy of this activity is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by 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 Areas	0800 EST	1600 EST

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

(End of Text)

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

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

-CONDUCT POST-AWARD ORIENTATION CONFERENCES

-APPROVING SUB-CONTRACTORS

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

None

(End of Text)

Section H - Special Contract Requirements

H.1 LABOR CATEGORIES/QUALIFICATIONS

See Attachment J.3 for Key Personnel Qualifications.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

(g) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate

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

- (h) Notwithstanding paragraph (g) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (i) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (j) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (k) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (l) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (m) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (n) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (o) Compliance with this requirement is a material requirement of this contract.

(End of Text)

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

- (a) The total level of effort for the performance of this contract is specified in Section B and includes prime and subcontractor direct labor (for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort).
- (b) Of the total man-hours of direct labor set forth in Section B, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort.

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

- (c) Effort performed in fulfilling the total level of effort obligations specified in Section B shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately 6,092 hours per week. It is understood and agreed that the rate of man-hours per week may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraphs.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total

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

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 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 updated at time of award)

(End of Text)

Section I - Contract Clauses

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	Nov-21
52.210-1	MARKET RESEARCH	Nov-21
52.215-21 ALT III	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS	Oct-97
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	Dec-10
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	Apr-84
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	Jan-17
52.245-1	GOVERNMENT PROPERTY	Sep-21
52.245-9	USE AND CHARGES	Apr-12
252.203-7004	DISPLAY OF HOTLINE POSTERS	Aug-19
252.204-7002	PAYMENT FOR CONTRACT LINE OR SUBLINE ITEMS NOT SEPARATELY PRICED	Apr-20
252.204-7022	EXPEDITING CONTRACT CLOSEOUT	May-21
252.204-7023 ALT I	REPORTING REQUIREMENT FOR CONTRACTED SERVICES – ALT I	Jul-21
252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	Aug-12
252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	Jun-97
252.225-7040	CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES	Oct-15

252.225-7972	PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS	May-20
252.225-7976	CONTRACTOR PERSONNEL PERFORMING IN JAPAN (DEVIATION 2018-O0009)	Aug-18
252.228-7006	COMPLIANCE WITH SPANISH LAWS AND INSURANCE	Dec 1998
252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS —PROHIBITION ON FEES AND CONSIDERATION	Apr-20
252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	Jan-08
252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	Apr-12
252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	Jan-21
252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	Apr-12
252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	Dec-17
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM	Aug-16
252.246-7008	SOURCES OF ELECTRONIC PARTS	May-18

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

52.217-8 OPTION TO EXTEND SERVICES (MAR 2000)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once,

but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the end of the contract.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C.5341](#) or [5 332](#).

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Draftsman II (CAD Technician)	\$17.60-\$4.80
Draftsman III (CAD Technician)	\$18.68-\$4.80
Entry Level / Helper	\$14.76-\$4.80

Employee Class	Monetary Wage-Fringe Benefits
Laborer, General I	\$16.12-\$4.80
Laborer, General II	\$17.60-\$4.80
Leads Person/Labor Supervisor	\$28.52-\$4.80
Technician I	\$17.60-\$4.80
Technician II	\$18.68-\$4.80
Technician III	\$19.89-\$4.80
Technician IV	\$21.10-\$4.80
Technician V	\$22.23-\$4.80
Writer/Editor Technical I	\$19.89-\$4.80
Writer/Editor Technical II	\$21.10-\$4.80
Writer/Editor Technical III	\$22.23-\$4.80

(End of clause)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: _____ [insert places or areas]. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by closing of the solicitation on page one (1).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

52.244-2 Subcontracts.

(a) Definitions. As used in this clause-

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

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

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

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

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

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

(2) Is fixed-price and exceeds-

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

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

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

All Subcontracts Regardless of Type

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (To be completed at time of award)

(End of clause)

Section J - List of Attachments

Attachment Number	File Name	Description
Exhibit A	Exhibit A CDRLs..pdf	CDRLs (27 October 2022, 73 pages)
J.1	J.1 DD 254_.pdf	Bidding DD254 (24 October 2022, 4 pages)
J.2	COR Appointment Letter Placeholder.docx	COR Appointment Letter Placeholder
J.3	J.3 LABOR QUALIFICATIONS.docx	Labor Qualifications (24 October 2022, 16 pages)
J.4	GFI Placeholder.pdf	Government Furnished Information Placeholder
J.5	J.5 GFP.xlsx	Government Furnished Property (07 October 2022)
J.6	J.6 WD 2015-4341 & WD 2015-5635.pdf	Wage Determination
L.1	Staffing+Matrix+Template.xlsx	Staffing Matrix
L.2	Cost+Summary+Format.xlsx	Cost Summary Format
L.3	L.3 eCRAFT xWalk.xlsx	eCRAFT

Section K - Certifications and Representations

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 52.204-19. Additional representations and certifications, specified below, shall be submitted with the Offeror's proposal to this Task Order solicitation.

PROVISION	TITLE	DATE
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
252.219-7000	ADVANCING SMALL BUSINESS GROWTH	SEP 2016
252.225-7973	PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS —REPRESENTATION. (DEVIATION 2020-O0015)	MAY 2020
252.225-7974	REPRESENTATION REGARDING PERSONS THAT HAVE BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005)	FEB 2020
252.229-7013	TAX EXEMPTIONS (SPAIN) – REPRESENTATION	APR 2012
252.239-7009	REPRESENTATION OF USE OF CLOUD COMPUTING	SEP 2015

CLAUSES INCORPORATED BY FULL TEXT

K-227-W001 INSTRUCTIONS FOR OBTAINING EXPORT-CONTROLLED TECHNICAL DATA (NAVSEA) (MAY 2022)

(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 (877) 352-2255; or email jcp-admin@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 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.

(End of Provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract , subcontract , or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services —Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services , or any equipment , system, or service that uses covered telecommunications equipment or services " in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions . As used in this provision—

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

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment ,

system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services , regardless of whether that use is in performance of work under a Federal contract . Nothing in the prohibition shall be construed to—

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

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

(i) For covered equipment —

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment —

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

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

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

(ii) For covered services—

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

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

(End of provision)

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. 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
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	OCT 2020
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	MAR 2015
252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	MAR 2022
252.215-7008	ONLY ONE OFFER	JUL 2019
252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – BASIC	JUL 2019
252.215-7012	REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA	JAN 2018
252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN 2018
252.239-7017	NOTICE OF SUPPLY CHAIN RISK	FEB 2019

PROVISIONS INCORPORATED BY FULL TEXT

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 (12) months, plus one option period consisting of six (6) months for a total of eighteen (18) months, if all options are exercised.

(End of Provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in Section 33.1.01 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Procuring Contracting Officer specified in G-242-H001.

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

(End of Provision)

**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 N00178 or N63273, 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 with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

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

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

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

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

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

(2) Block 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production

or development for the Government of that item of data. The estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The entry “N/C” for “no charge” will be acceptable. The estimated price shall not include any amount for rights in data. The Government’s rights to use the data shall be governed by the pertinent provisions of the contract.

L-215-H006 SUBMISSION OF QUESTIONS BY OFFERORS--BASIC (NAVSEA) (APR 2022)

- (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 on the 10th business day following the solicitation 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 portal for this solicitation. Responses will be posted to the SeaPort portal.

L-216-H001 TASK ORDER GENERAL INFORMATION (NAVSEA) (APR 2022)

- (a) This requirement is currently being partially satisfied by L3 Unidyne, Inc., under Seaport Task Order N00178-12-D-7126/N0017819R3010.
- (b) Work performed under this task order will support ITS Installation and Sustainment.
- (c) The Government requirement is 475,200 total man hours (surge included) for this effort across 18 months.
- (d) This is being solicited as [X] 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 an industry day held for this requirement. Offerors may access all pertinent information via the SeaPort-NxG portal under the Opportunities title "ITSIS N0017822R3027 Industry Day."
- (f) Proposal in response to this solicitation shall be valid for 320 calendar days.
- (g) The applicable PSC is K099.
- (h) 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.
- (i) Please consider the following suggestions for avoiding last-minute proposal submission problems:

Verify your account’s ability to submit the necessary proposal information (either as a prime or subcontractor) well in advance of the closing time. This may be accomplished through the following steps:

1. Login to the portal and access the “View Events Details” page for this solicitation.

2. Click on “Place New Bid” in the “Bids” section of the page. This will open the “Place New Bids” page.

3. Ensure that your company’s contract under which you are proposing (either your own as a prime or another’s as a sub) appears in the “Prime” drop-down listing.

4. If you are submitting a proposal as a prime, ensure that the “Enter Pricing Info” button is visible and enabled. From here you may simply hit the “Cancel” button to return to the previous page.
- (j) If things do not appear as you believe they should, contact SeaPortSupport.fct@navy.mil for assistance.

ELIGIBILITY FOR AWARD

- (a) The following applies to this solicitation:

- (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, as determined by the Contracting Officer.
- (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 will be made in accordance with SeaPort-NxG Section C.8 TASK ORDER PROCESS and the SeaPort-NxG CONOPS.

L.3 INSTRUCTION FOR SUBMISSION OF PROPOSAL

L.3.1 General Instruction to Offerors

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.3.2 Inquiries Regarding the 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 and other solicitation documents attached hereto or incorporated by reference. All questions shall be submitted via the SeaPort-NxG Portal within ten (10) business days after issuance of this solicitation.

Any questions received after ten (10) business days after issuance of this solicitation may not be addressed and may not result in an extension

to the proposal due date. Questions relating solely to an Offeror's possible Organizational Conflict of Interest shall be addressed directly to the Contract Specialist at collin.t.ende.civ@us.navy.mil and the Contracting Officer at patricia.l.woodhouse2.civ@us.navy.mil.

L.3.3 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 1 August 2023. 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 awarding this requirement on 1 July 2023. Performance is expected to begin on 1 August 2023.

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 margin on all sides.
- (13) Minimum font size shall be 10 points.
- (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 (e.g., 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.l.woodhouse2.civ@us.navy.mil and the Contract Specialist at collin.t.ende.civ@us.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	Page Limit
I.	L.5	Offer Letter	3 not including solicitation pages or solicitation attachment(s)
II.	L.6	Technical Proposal	40
III.	L.7	Past Performance	3 pages per company/rating
IV.	L.8	Cost Proposal	Unlimited
V.	L.9	Organizational Conflict of Interest (OCI) 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_Contract Documentation_Volume V

Example: Contract Documentation_Company X_Cost Documentation_Contract Fill-ins

L.4.5 Cross-Reference Table

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.

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.5	
Sub-factor A – Technical Understanding	L.6.1	M.5.1	
Element 1: Technical Approach/Capability	L.6.1.1	M.5.1.1	
Element 2: Scenarios	L.6.1.2	M.5.1.2	
Sub-factor B – Workforce Management	L.6.2	M.5.2	
Element 1: Key Personnel Resumes	L.6.2.1	M.5.2.1	
Element 2: Staffing Plan and Matrix	L.6.2.2	M.5.2.2	
Sub-factor C – Contract Management Approach	L.6.3	M.5.3	
Element 1: Project Organization/Management Approach	L.6.3.1	M.5.3.1	
	L.6.3.2	M.5.3.2	
Element 2: Transition Approach/Plan	L.6.3.3	M.5.3.3	
Element 3: Quality Assurance			

Element 4: Personnel Recruitment/ Retention/Skills Improvement	L.6.3.4	M.5.3.4	
FACTOR 2: PAST PERFORMANCE	L.7	M.6	
FACTOR 3: TOTAL EVALUATED COST	L.8	M.7	
FACTOR 4: OCI MITIGATION PLAN	L.9	M.8	

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 365 days from proposal submission.
- (d) Each Offeror shall complete all Solicitation Fill-Ins, including acknowledgment 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.
- (i) Offerors shall complete Attachment L.3 eCRAFT Crosswalk.

L.6 VOLUME II – FACTOR 1: TECHNICAL

- (a) The Technical Volume should be specific and complete. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the Technical Sub-factors 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 Sub-factors. 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.

(b) The Technical Proposal 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

(6) Subfactor B: Workforce Management

(7) Subfactor C: Contract Management Approach

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

L.6.1 Subfactor A: Technical Understanding

L.6.1.1 Element 1: Technical Approach/Capability

(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.3 of the Statement of Work and its understanding of the interdependencies/interrelationships of the required support. The Offeror shall also describe how their facilities meet the requirements in the SOW. 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.6.1.2 Element 2: Scenarios

Offerors shall explain the process it would go through to accomplish this tasking.

As a minimum, this shall include: assumptions, dependencies, limitations, decomposition of the scenarios into tasks, task description(s), identification of additional information needed from the Government; task staffing, and task flow/interfaces, schedule, risk, risk reduction processes, system engineering, or other related processes to define and execute the scenarios.

Offerors should feel free to address other aspects of scenario execution to convey the depth and breadth of their technical understanding and approach.

Scenario Background:

NSWCDD DNA R20 Integrated Training Systems Division has the requirement of installing and sustaining Combat System (CS) training

systems in shipboard and shore-based training sites globally. The following scenarios challenge the offeror to develop planning, execution and sustainment plans when faced with multiple concurrent shipboard and shore-based training site events. The following three events are being conducted concurrently.

The Offeror shall demonstrate its technical approach, specific knowledge, capability, and relevant experience to perform the tasks listed in Section C.3 of the Statement of Work (SOW). The Offeror shall provide its approach as to how it would plan to initiate this project. The response shall identify all key deliverables throughout the planning phase and how they align with the other phases of the program and support the overall program objectives. Offerors should feel free to address other aspects of scenario execution to convey the depth and breadth of their technical understanding and approach. At a minimum, this shall include the various phases and evolutions necessary to accomplish the performance requirements and provide the deliverables specifically described in the SOW. For the purposes of this scenario, it will be assumed that the Contractor will support this effort to include program management, planning, installation, test and evaluation, security, and sustainment. The plan may be formatted as desired by the Offeror, but must contain sufficient detail to describe the various phases and evolutions necessary for a successful suite installation and subsequent support.

Event 1:

NSWCDD DNA R20 Integrated Training Systems Division is tasked with providing shipboard and shore-based training site installation efforts. For Event #1, NSWCDD DNA R20 developed a shore-based training facility that provides high-fidelity Navy Combat Systems weapons system capability to support integrated Advanced Warfare Training (AWT) at a shore-based training site in Pearl Harbor, HI. The trainer will provide individual training in a combat system team environment in support of the most recent weapon system capabilities. Through the trainers' incremental build process, a significant hardware technical refresh and software upgrade is scheduled for the trainer site and is expected to take 70 calendar days to complete.

The start date is flexible however, the site will not be available until 13 November 2023. The project must be complete no later than 28 February 2024.

The layout of the space is a classroom replica of a shipboard combat information center (CIC) space with an adjacent server rack room. Initial site visits are complete. The Government-provided installation drawings and system operability test procedures. The Offeror will be upgrading the current hardware in both spaces. The required hardware includes six 19" server racks, 45+ pieces of assorted COTS computing hardware, two instructor consoles and fifteen CIC student consoles. Below are five major milestones to the activation with projected weeks per the notional Plan of Actions and Milestones (POAM). The Offeror will be responsible for the following:

- (1) Equipment removal and disposition (~3 weeks)
- (2) Hardware installation (~3 weeks)
- (3) Software installation support and initial software test (~3 weeks)
- (4) System operational test (~3 weeks)
- (5) New equipment training and government sell off (~2 weeks)

All hardware has been procured and is being delivered to the training site for staging by 20 November 2023, except for the six 19" server racks. Due to a lockdown and subsequent stop work at the federal prison charged with manufacturing the racks, the supply chain is experiencing a four-week delay in delivery of the server racks. The delivery of the server racks to the training site is tentatively scheduled for 11 December 2023. The Offeror shall provide at least one recommended course of action if this delivery is delayed by one additional week.

The hardware installation will include power, data, and fiber connections between the server racks and consoles as well as power distribution units located throughout the trainer. Neither hot work nor hazardous materials will be required.

All software media (includes classified) will be shipped to the training site during the fifth week of the project. The Government will be custodian of the classified software and will oversee the initial software load with the support of the Offeror. The Offeror will conduct initial software testing and follow-on system operational testing.

The offeror will be responsible, in accordance with the statement of work, to coordinate with all required government entities, including Naval Facilities Command, to install hardware, test software, conduct training, provide required logistic and configuration management updates at the site to include electrical, HVAC, and UPS. For this event, address the below scenarios as they relate to the planning, execution and follow-on support required to successfully execute this Event.

Event 2:

NSWCDD DNA R20 Integrated Training Systems Division is tasked with providing shipboard and shore-based training site installation efforts. For Event #2, NSWCDD DNA R20 is overseeing an ATD / T52A system installation on CVN80 in Sasebo, Japan. The government AIT Manager scheduled the initial pre-planning meeting for today, 05 September 2023. It is 30 days from the start of the installation on 04 October 2023. The notional Plan of Actions and Milestones (POAM) and AIT Support Service Request (ASSR) were submitted to the Advanced Planner at 365 days prior to this meeting. The Offeror is in custody of the Ship Installation Diagrams (SIDS). For this event, all Government required documentation is available for access by the Offeror, as required to effectively plan and execute the mission.

Starting from the pre-planning meeting respond to the below scenarios as they relate to the planning, execution and follow-on support required to successfully complete the ATD/T52A system installation.

Include in the response the courses of action that will be taken to assess, mitigate and resolve the following unplanned issues to maintain cost and schedule. Include one additional internal or external delay of your choosing, addressing the impact to the project and the corrective actions taken by the Offeror to maintain cost and schedule.

As the AIT team near completion of the equipment installation, it is discovered the amount of fiber cables, connectors, and back-shells are inadequate to complete the installation. The oven required to build fiber cables was not shipped. Shipping to OCONUS sites can be lengthy and the Combat System Production Completion Date (CSPCD) is in three weeks.

A casualty in the Engineering plant affected AC and chill water to the Combat System spaces. All systems are secured. The SME cannot continue testing until the AC and chill water issues are resolved and CS is back online. This casualty resulted in a 5-day stop work. How do you employee the SME during this down time?

Equipment removal, installation, operational testing and training shall be complete by 15 August 2023 when the Combat Systems Light Off is scheduled.

Event 3:

NSWCDD DNA R20 Integrated Training Systems Division is tasked with providing shipboard and shore-based training site fleet support efforts. For Event #3, a Category 3 Casualty Report (C3 CASREP) was submitted by ships' force on DDG78 in Rota, Spain. The initial issue reports that the system is unable to process acoustic sonobuoy data while the AEGIS Weapons System (AWS) is in training mode. Ships' force and the Mid-Atlantic Regional Maintenance Center (MARMC) have been unsuccessful in resolving the issue. The Integrated Training Systems In-Service Engineering Agent (ISEA) received the C3 CASREP on 19 January 2024. The ship is scheduled to participate in Operation Valiant Shield beginning 31 January 2024. With the approaching training event and being a new ATD / T52A installation, this is a highly visible C3 CASREP that is being tracked by both PEO IWS1 and NSWCDD senior leadership. The ships' Commanding Officer and PEO IWS1 request urgent On-Board Technical Assistance (OBTA) to troubleshoot and resolve the issue before the ship departs Rota or provide underway support if resolution is not made prior to underway.

It is realized on 30 January 2024 the training system issue is not resolved and the technician will be required to ride the ship until it returns to homeport on 09 February 2024.

For this event, do not address the technical procedure required to resolve the C3 CASREP. Rather, the offeror shall address the below scenarios as they relate to the planning, execution and follow-on support required to successfully resolve this C3 CASREP from inception on 19 January 2024 through completion.

Scenario 1 Response Requirements:

Phase 1 – Project Planning and Initiation

The Offeror shall provide its approach as to how it would plan to initiate these series of taskings including actions and milestones. The response shall identify all key deliverables throughout the planning phase, how they align with the other phases of the program and support the overall program objectives. The Offeror shall provide a comprehensive management approach, which at a minimum, shall discuss the Offeror's resourcing approach, operational needs decomposition, requirements generation, and technical data management.

Scenario 2 Response Requirements:

Phase 2 – Project Execution and Control

The Offeror shall provide its approach as to how it will manage and control the execution of a project that includes scheduling, resourcing and cost. The response shall identify all key deliverables throughout the execution phase and how they align with the other phases of the program and support the overall program objectives. The Offeror shall at a minimum, provide a cohesive and comprehensive plan that will be employed

throughout the process to include project management execution, resource management including skillsets, scope management, quality management and risk management. The Offeror shall discuss how it will execute installation processes, to include: operational testing of systems, sailor training, quality control, safety requirements, ILS processes and methods, technical performance measure identification and tracking, equipment troubleshooting, risk management and resolution.

Scenario 3 Response Requirements:

Phase 3 – Delivery and Support

The Offeror shall provide its approach as to how it would execute sustainment for the completed products. The response shall identify all key deliverables throughout Life-Cycle phases. The Offeror shall provide its internal approach to include methods of constructing: test procedures, data collection plans, continued product improvement driven by obsolescence and technical updates and hardware and software troubleshooting. The offeror shall define a methodology for defining CM measures required to maintain positive control of software versioning and change logs. The Offeror shall identify the key components of an ILS package for the delivered hardware and software application.

L.6.2 Subfactor B: Workforce Management

L.6.2.1 Element 1: Key Personnel Resumes

(a) Key Personnel are deemed essential to the performance of this effort and cannot be replaced after award without prior approval by the Government. 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 no later than the closing date of the Solicitation. Although Section M contemplates Key Personnel becoming unavailable prior to contract award, Offerors shall only propose Key Personnel and provide resumes for individuals that, at the time of proposal submission, the Offeror has a good- faith expectation of providing at award. Additionally, the Government considers the submission of Letters of Intent for proposed contingent Key Personnel to be material to the proposal since these Letters of Intent demonstrate the Offeror's ability to hire personnel with the qualifications offered at the salary proposed. Key Personnel are deemed essential to the performance of this effort and cannot be replaced without prior notice to the Government (in accordance with text C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)).

Labor Category	Number of FTE Required
Manager Program III	1
Logistician III (Lead Logistician)	1
Manager, Project II	1
Leads Person/Labor Supervisor (AIT Lead)	2
Trainer III (Lead Trainer)	1

(b) 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 DISS (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.

(c) 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.

(d) Resume information shall be presented in bullet format.

(e) 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.

(f) 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.

(g) All significant gaps or gaps over 2 (two) months in between positions shall be noted.

(h) Certification or correctness of information signed and dated by both the person named and the Offeror. Signature date shall be no earlier than the date the solicitation was released.

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 NSWCD Solicitation No. N0017823R3006 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. The qualifications listed in each individual proposed key

personnel resume, not the specific individual, are the materially relevant aspects of the proposed key personnel partially forming the basis of award under the clause entitled 5252.237-9106, Substitution of Personnel. Therefore, even if a proposed key individual becomes unavailable to the Offeror between proposal submission and award, the Government will evaluate and make its award decision based on the qualifications listed on the proposed resume(s). When the Government awards a task order under those circumstances, the Government will require the awardee to use the qualifications listed on the relevant proposed key personnel resume as the basis for replacing the individual under 5252.237-9106(b) during task order performance. The Offeror shall make no substitution of key personnel without prior notification to and concurrence of the Contracting Officer.

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

L.6.2.2 Element 2: Staffing Plan and Matrix

(a) The table provided below provides the Government's estimated composition of Level of Effort (in hours) by Labor Category for proposal purposes. Consistent with the proposed technical approach, Offerors may deviate from the Government's estimated labor mix for non-key Labor Categories but the overall Level of Effort (except for M&S hours) shall remain the same. If the Offeror deviates from the Government's estimated labor mix, an explanation shall be provided with the rationale for deviating from the Government's estimated labor mix.

Labor Category	Base Period	52. 217-8 (6 month option)	Total
Analyst, Management I	9,600	4,800	14,400
Analyst, Management II	5,760	2,880	8,640
Analyst, Management III	1,920	960	2,880
Drafter CAD Operator II	1,920	960	2,880
Drafter CAD Operator III	1,920	960	2,880
Engineer, Computer (Hardware) II	5,760	2,880	8,640
Engineer, Computer (Hardware) III	3,840	1,920	5,760
Engineer, Computer (Software) II	5,760	2,880	8,640
Engineer, Computer (Software) III	3,840	1,920	5,760
Engineer, Network II	5,760	2,880	8,640
Engineer, Network III	3,840	1,920	5,760
Engineer, Quality Assurance II	1,920	960	2,880
Engineer, Systems I	1,920	960	2,880
Engineer, Systems II	1,920	960	2,880
Engineer, Systems III	1,920	960	2,880
Engineer, Systems IV	1,920	960	2,880
Entry Level / Helper	5,760	2,880	8,640
Laborer, General I	19,200	9,600	28,800
Laborer, General II	19,200	9,600	28,800
Leads Person/Labor Supervisor (AIT Lead) (2 are Key)	26,880	13,440	40,320
Logistician I	7,680	3,840	11,520
Logistician II	15,360	7,680	23,040
Logistician III (1 is Key)	5,760	2,880	8,640
Manager, Program/Project III (Key)	1,920	960	2,880
Manager, Project II (1 is Key)	11,520	5,760	17,280
Planner, Facilities I	1,920	960	2,880
Planner, Facilities II	1,920	960	2,880
Specialist, Configuration Management I	1,920	960	2,880

Specialist, Configuration Management II	1,920	960	2,880
Specialist, Configuration Management III	1,920	960	2,880
Specialist, Training I	9,600	4,800	14,400
Specialist, Training II	23,040	11,520	34,560
Specialist, Training III (1 is Key)	3,840	1,920	5,760
Technician I	5,760	2,880	8,640
Technician II	11,520	5,760	17,280
Technician III (3 FTE Onsite/18 FTE Offsite)	38,400	19,200	57,600
Technician IV (1 FTE Onsite/9 FTE Offsite)	19,200	9,600	28,800
Technician V (1 FTE Onsite/5 FTE Offsite)	11,520	5,760	17,280
Writer / Technical I	3,840	1,920	5,760
Writer / Technical II	5,760	2,880	8,640
Writer / Technical III	1,920	960	2,880
Total	316,800	158,400	475,200

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

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

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

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

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

Note 2: All Contingent hires (Key and non-Key) shall have a letter of intent submitted in the Offeror's 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.

The following definitions apply to this Section:

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.

A "Pending Hire" is an individual that the Offeror has committed to hiring if the Offeror is awarded the contract whose identity may not be known until after contract award.

Note 3: Offerors are advised to minimize their reliance upon contingent and/or pending hires. An over-reliance on contingent and/or pending hires may increase the risk of unsuccessful performance. Additionally, failing to provide signed letters of intent for contingent hires, failing to provide names for current employees in the staffing plan, and inconsistencies in the names identified between the staffing plan and the cost proposal may also increase risk of unsuccessful performance.

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.

L.6.3 Sub-factor C: Contract Management Approach

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, 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:

L.6.3.1 Element 1: Project Organization/Management Approach

(a) 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 Offeror's 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.

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

- (1) Portions of the SOW that will be Sub-contracted and the extent (percentage division) of Sub-contracted tasks within the team;
- (2) 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;
- (3) Management structure for coordinating and controlling Sub-contractors and team members;
- (4) Sub-contractor deliverables to the Prime and payment tracking; Points of contact; and;
- (5) Points of contact;
- (6) Acknowledgement that the prime Contractor is ultimately responsible for ensuring adequate 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.

L.6.3.2 Element 2: Transition Approach/Plan

The Offeror shall describe the transition process in detail including all steps the Offeror intends to take in order to assume responsibility from the incumbent Contractor, if applicable, within 30 days after contract award. Offeror shall address how personnel are properly trained and skilled with adequate security clearances; and how the Offeror will assume responsibility for support of current programs without discontinuity of workflow or loss of integrity of the programs' current operation.

The proposed plan should include a schedule for hiring ramp up and a timeframe of when staffing actions will be completed and any risk mitigation strategies. Staffing actions shall be completed no later than 14 days after contract award. The plan shall include, but not be limited to, start date, end date, and detailed Plan of Action & Milestones (POA&M) with measurable elements. The Transition Plan shall be consistent with the Offeror's Technical Approach and Cost/Price proposal. Specific elements to consider include:

Transition team responsibilities. Offerors shall describe its start-up plan with a detailed explanation regarding how full performance will be achieved on the first day of Contract performance. Offerors shall describe their intended mode of establishing management and project staffs, assuming responsibility for support of the programs' current operation without discontinuity of workflow or loss of integrity of the program's current operation and creating interfaces for technical and Contract administration. Specifically, how the Offeror's technical and Contract's administrators' interface with NSWC DD DNA shall be established.

Identify the risks in accomplishing transition of this requirement in a seamless manner and identify specific risk mitigation measures that will be implemented.

Costs unique to the implementation of the proposed transition plan shall be clearly identified in the cost/price proposal.

Work Turnover. The Offeror shall provide a plan of action to effectively transfer tasks that are in process at the expiration of the current Contract from the incumbent Contractor, including how the awarded Contractor will coordinate communications with the incumbent Contractor and how it will ensure uninterrupted workflow during the transition process.

Quality Assurance. The Offeror shall provide a plan of action to ensure continuation of quality review processes during the transition period from the incumbent to the successful Offeror.

Training. The Offeror shall provide a plan of action to implement personnel training needed during the transition period to ensure continuity between the services provided by the incumbent to the successful Offeror.

Archived Material. The plan shall address proposed procedures, tools, and processes for the transfer and storage of all archived programmatic documentation and the establishment of accounts and roles for access to data held in Government-managed Information Technology systems, while protecting sensitive information, such as: Personally Identifiable Information, Business Sensitive, Business Proprietary, Classified, and other Unclassified but Controlled Information.

Security Requirements to include INFOSEC, OPSEC, Facility Clearances, and Base Access: The Offeror shall provide a plan to implement the required security clearances and physical access requirements of the contract during the transition period so that service is not interrupted.

The plan shall indicate if there are any actions that must be completed by the Government to support successful completion of transition actions.

L.6.3.3 Element 3: Quality Assurance

Offerors shall describe its Quality Control (QC) Program as required in Section C.6. The Offeror shall address how it will ensure that the service summary standards listed in Paragraph C.4 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.

L.6.3.4 Element 4: Personnel Recruitment//Retention/Skills Improvement

(a) 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.

(b) 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.

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

(d) Offerors shall discuss security procedures to demonstrate that Contract Security requirements identified at C.9 will be met. The requirements of this solicitation relate to issues of national security, which require the highest possible reliability for those requirements identified at C.9. The risk of unsuccessful performance if an Offeror does not meet these requirements is so great that the Government requires evidence that these requirements already be met upon proposal submission as specified at C.9.

L.7 VOLUME III – FACTOR 2: PAST PERFORMANCE

(a) Offerors shall provide up to three (3) past performance references for the Prime Contractor that reflects recent relevant experience performed within the last five (5) years that demonstrates the ability to handle the scope and breadth of the proposed Task Order. One past performance reference for each major Sub-contractor shall be provided that reflects recent relevant experience performed within the past five (5) years. A “major Sub-contractor” is one that performs 10% or more of the level of effort. Include the following items: If at least three (3) Sub-contractors do not meet the 10% threshold, then 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.

(b) The Offeror shall provide the following information for each reference

(1) Contract/Task Order Number;

(2) Contract type (e.g., CPFF (term); CPFF (completion); FFP; etc.)

- (3) Program Name;
- (4) Total contract value. If performed as a Sub-contractor, also include the estimated value of support provided.
- (5) Brief description of work performed and how the work is relevant to this task. Bullet format is preferred for this information.
- (6) Valid names and telephone numbers and e-mails for the Procuring Contracting Officer (PCO) and Contracting Officer's Representative (COR).

The Government may also use other information such as Award Fee data and CPARS data available from Government sources to evaluate an Offeror's past performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the Offeror.

Subcontractor Goal Achievement History:

Large business Offerors shall note their history with respect to meeting Small Business subcontracting goals on other contracts. Include specific contract numbers, goals and actual progress toward meeting the goals. All contracts for which past performance technical references are provided shall be included. Other contracts may also be included. If the Offeror has other SeaPort-NxG Task Orders, actual progress toward meeting both Task Order and MAC goals shall also be provided.

L.8 VOLUME IV – FACTOR 3: TOTAL EVALUATED COST

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

THE REQUIREMENTS OF THIS SECTION APPLY EQUALLY TO THE OFFEROR AND ANY PROPOSED SUBCONTRACTORS REGARDLESS OF SUBCONTRACT TYPE. SPECIFICALLY, ALL SUBCONTRACTORS ARE REQUIRED TO SUBMIT UNSANITIZED PROPOSALS SHOWING UNBURDENED LABOR RATES, ALL INDIRECT RATES AND MUST INCLUDE ALL CALCULATIONS IN THE CELLS (I.E., SHOW FORMULAS). 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.

If subcontractors do not comply, this will be viewed as indicative of the prime contractor's inability to control subcontractor performance and could impact the Management Factor evaluation result. All pages of the Cost Proposal shall be numbered, and a table of contents provided. Cost Data shall be organized as follows:

L.8.1 Cost Summary

Offerors shall provide cost summary information in the format of RFP Attachment L.2, 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.2 is an Excel Workbook containing two (2) spreadsheets. The first spreadsheet provides the required format for the Cost Proposal. The second spreadsheet contains supporting cost data.

When completing the labor portion of Attachment L.2, 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.6.2.2, Staffing Approach/Capability, refers to the Labor Categories required 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 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);

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.6.2.1, except for M&S. Any deviation, other than M&S shall result in the assignment of one or more deficiencies.

When completing the labor portion of Attachment L.2, 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.8.2.1 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.2 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. PII is defined in DOD Directive 5400.11 dated 29 October 2014 and the Privacy Act. Any 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.

If the Offeror is proposing a rate that 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

The Government's unburdened estimate for ODCs under this effort is listed below:

Unburdened ODC Estimate		
	Base	52.217-8
Material	\$428,993	\$220,683
Travel	\$2,921,560	\$1,497,399
Total	\$3,350,553	\$1,718,022

This estimate must be included in Section B of the offer for the ODC CLINs. Other/additional ODC amounts proposed by an Offeror shall be included in said CLINs and explained in the narrative rationale provided by the Offeror.

(a) The Government's unburdened estimate for material under this effort is shown above.

(1) Other Direct Costs (ODCs) do not include office supplies and similar expenses normally allocable to indirect expense pools. However, Offerors whose DCAA-approved accounting practice is to direct charge these expenses shall include/price each such item in the Cost Proposal. Detailed justifications for the amounts proposed shall be included for each item. In order for an expense category to be allowed as a direct charge under the resulting Task Order, it must be identified in the proposal and be priced in the applicable CLIN. This requirement applies equally to the Prime Contractor and all proposed Sub-contractors.

(2) The proposed direct charge of any item, such that title transfers to the Government under the provisions of FAR 52.245-1 Government Property is NOT ACCEPTABLE unless specifically authorized in writing under the Task Order. Furthermore, if a category of expense is NOT proposed as a direct charge in the Cost Proposal, it will NOT be allowed during Task Order performance unless it can be demonstrated that there has been a DCAA approved change in accounting procedures.

(b) The Government's unburdened estimate for travel costs under this effort is shown above.

The Government's estimated travel requirements under this effort for the base year are listed below (estimated that travel requirement is rounded to the nearest whole number for the 6-month extension period).

Destination	Number of Trips	Number of Travelers	Duration of Each Trip (Days)
Bath, ME	1	1	5
Bloomington, IN	4	15	5
Bremerton, WA	1	1	5
Bremerton, WA	2	5	14
Bremerton, WA	2	3	21
Bremerton, WA	2	8	27
Chicago, IL	12	2	5
Dahlgren, VA	6	2	5
Dahlgren, VA	12	2	5
Develesu, Romania	4	5	10
Everett, WA	1	1	5
Everett, WA	2	5	14
Everett, WA	2	3	21
Everett, WA	2	8	27
Everett, WA	3	2	5
Halifax, Canada	2	2	24
Kauai, HI	4	5	10
Mayport, FL	2	5	14

Mayport, FL	2	3	21
Mayport, FL	2	8	27
Mayport, FL	3	2	5
Moorestown, NJ	12	2	5
Newport, RI	1	1	5
Pascagoula, MS	1	1	5
Pascagoula, MS	2	5	21
Pearl Harbor, HI	1	1	5
Pearl Harbor, HI	2	5	14
Pearl Harbor, HI	2	3	21
Pearl Harbor, HI	2	8	27
Pearl Harbor, HI	3	2	5
Pearl Harbor, HI	2	2	5
Pensacola, FL	1	1	5
Portland, OR	2	5	14
Portland, OR	2	3	21
Portland, OR	2	8	27
Redzikowo, Poland	4	5	10
Rota, SP	1	1	10
Rota, SP	2	2	14
San Diego, CA	4	2	5
San Diego, CA	12	3	5
San Diego, CA	3	2	5
San Diego, CA	2	2	5
Sasebo, JP	1	1	10
Sasebo, JP	2	5	14
Sasebo, JP	2	3	21
Sasebo, JP	2	8	27
Sasebo, JP	2	2	14
Seattle, WA	2	5	14
Seattle, WA	2	3	21
Seattle, WA	2	8	27
Sydney, Australia	2	2	24
Kaohsiung, Taiwan	2	2	24
Virginia Beach, VA	5	2	5
Wallops Island, VA	12	2	5
Washington, DC	1	1	5

Washington, DC	12	2	5
Washington, DC	6	2	5
Wilhelmshaven, Germany	2	2	10
Yokosuka, JP	1	1	10
Yokosuka, JP	2	5	14
Yokosuka, JP	2	3	21
Yokosuka, JP	2	8	27
Yokosuka, JP	2	2	14
Yokosuka, JP	2	2	24

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

The travel estimate above refers to the estimated travel 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

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.8.3.1 Sub-Contractor/Consultant Costs

(a) The Prime shall state the planned Sub-contract type and pricing arrangement for each Sub-contractor/Consultant.

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

(c) Any Sub-contract 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.

(d) Any Sub-contract or consulting agreement other than FFP/FFPLOE/LH, shall include Sub-contract cost data in the SAME LEVEL OF DETAIL as provided by the Prime Offeror. Sub-contractors shall complete Attachment L.2 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.

(e) Any Sub-contract 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 Sub-contract type (e.g., FFP or FFPLOE or LH basis,)

(f) FAR 15.404-3(b) requires the Prime Contractor to conduct appropriate cost or price analysis to establish the reasonableness of proposed Sub-contract 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.

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

(h) 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.

(i) 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.

(j) 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.8.4 Indirect Rates/Budgets

(a) 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.

(b) 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.

(c) 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.

(d) 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.

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

(f) 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.

(g) 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.

(h) 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.8.4.2 Savings Initiatives

(a) The Offeror is encouraged to address any cost savings initiatives proposed for this contract.

(b) Proposed initiatives which are judged to increase the risk of degradation in the quality of services to be provided throughout the contract Period of Performance are not considered to be true "savings initiatives". Further, such strategies may not be evaluated as realistic from a pricing standpoint.

(c) The Government is interested in initiatives that clearly demonstrate a commitment on the part of the Offeror to keep costs under strict control and clearly minimize overall costs incurred under this contract such as:

(d) A composite cap or maximum on indirect rates.

(e) Lower Sub-contract pass-thru than the maximum proposed/accepted at the SeaPort-NxG level.

(f) Negotiation of similar caps for proposed Sub-contractors.

L.8.5 CONTRACTOR RESPONSIBILITY

(a) 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 that supports the fact that the prospective Contractor meets the following responsibility standards:

- (1) Adequate financial resources to perform the contract.
 - (2) Ability to comply with required or proposed delivery schedule, taking into consideration all existing commercial and Government business commitments.
 - (3) Satisfactory performance record.
 - (4) Satisfactory record of integrity and business ethics.
 - (5) Necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them to perform this contract.
 - (6) Necessary production, construction, and technical equipment and facilities or the ability to obtain them.
 - (7) Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- (b) The Contractor shall provide proof of insurance, of at least the kinds and minimum amounts set forth below:
- (1) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307.
 - (2) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

L.8.6 BUSINESS SYSTEMS

L.8.6.1 ACCOUNTING SYSTEM

(a) Because this requirement incorporates cost-reimbursement type CLINs, the Offeror shall provide verification that its cost accounting system has been approved by DCMA. The same information is required for cost-

reimbursement or Time and Material (T&M) subcontracts.

(b) 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 (FFP LOE) or Labor Hour (LH) Contracts if appropriate.

(c) 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.

(d) 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 it have been advised by DCAA or DCMA of any weaknesses or deficiencies regarding its accounting system in general or specific processes to include the following:

-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

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

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

(g) Both primes and Sub-contractors are required to provide their cognizant DCAA and DCMA Offices, along with the name, phone number, and e-mail address of a DCAA/DCMA point of contact familiar with their companies.

L.8.6.2 PURCHASING SYSTEM

(a) 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 provide the following:

- (1) 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
- (2) Affirm that the Contractor's sales to the Government do not exceed the threshold that would require a purchasing system review.

L.8.6.3 PROPERTY MANAGEMENT SYSTEM

(a) Property Management System – Provide evidence of an approved property management system (see FAR 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:

- (1) A description of the Offeror's property management system and property management plan.
- (2) Any customary commercial practices, voluntary consensus standards, or Industry-leading practices and standards to be used by the Offeror in managing Government property.

L.8.6.4 ESTIMATING SYSTEM

Estimating System – Provide evidence of an approved estimating system (see FAR 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 (OCI) MITIGATION PLAN

(a) In accordance with the OCI provisions of this solicitation, and the Organizational Conflict of Interest Clause in 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 cover letter.

If OCI issues are present or anticipated, Offerors shall provide details and submit an OCI mitigation plan as part of its proposal submission.

(b) 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

PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

TERMS INCORPORATED BY FULL TEXT

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

Task Order will be awarded to that responsible Offeror whose proposal represents the best value after evaluation in accordance with the Factors and Subfactors in the solicitation. "Factors" and "Subfactors" shall include all of those evaluation Factors and Subfactors that are described in this Section M. 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.

M.1 GENERAL INFORMATION

(a) It is the intention of the Government to award one Cost-Plus-Fixed-Fee Contract for this requirement. This Task Order is an unrestricted full and open competitive procurement to all Seaport-NxG Prime Contractors.

(b) This Task Orders 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 standpoint. The Government reserves the right to conduct a Discussion Phase with Offerors if it is determined by the Contracting Officer to be in the best interest of the Government.

(c) Offerors are advised that technical proposals may be evaluated without consideration of any proposed Sub-contractor that 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.

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

M.2.1 EVALUATION PROCESS

(a) Offerors shall meet the Security Requirement noted in Sections C and L at the time of proposal submission to be considered for award. An Offeror that does not demonstrate that it meets these requirements or that does not provide a plan to do so will not be evaluated.

(b) [Reserved]

(c) 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.

(d) Each Offeror will be evaluated relative to the following Best Value trade off source selection Factors. Each separately evaluated sub-factor in Factor 1 through Factor 3 will roll up to provide an adjectival factor rating. Each separately evaluated Sub-factor and Factor will be assigned an adjectival rating of Outstanding, Good, Acceptable, Marginal, or Unacceptable where Outstanding is the highest adjectival rating. Proposal Sub-factor/factor strengths, weaknesses, significant weaknesses, and deficiencies will be noted. An adjectival rating of Unacceptable in any one Factor or Sub-factor will result in the entire proposal being deemed Unacceptable.

(e) All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in the solicitation. Failure to address each of the areas identified in Section L in the proposal may result in identification of a deficiency and an unacceptable rating in the affected Factor or Sub-factor, rendering the proposal unawardable. At its sole discretion, the

Government may elect not to further evaluate any Offeror that receives an unacceptable rating for any Factor or Sub-factor, and award will not be made to any Offeror whose proposal is deemed unacceptable in any Factor or Sub-factor. Subjective judgment on the part of the Government evaluators is implicit in the entire process.

(f) FAR Part 9.103(a) states that purchases shall be made from, and contracts shall be awarded to, responsible prospective Contractors only. FAR Part 9.103(b) stipulates that no purchase or award shall be made unless the Contracting Officer makes an affirmative determination of responsibility. In making a responsibility determination, the standards at FAR 9.104-1 will be considered. The Contracting Officer reserves the right to request adequate evidence of responsibility on the part of the Offeror or any proposed Sub-contractor; communications with Offerors regarding responsibility issues may take place at any time during the proposal evaluation process.

M.3 BASIS FOR AWARD

(a) Each Offeror shall be evaluated relative to the following table:

Factor	Sub-factor	Elements
1: Technical	A: Technical Understanding	1: Technical Approach/Capability
		2: Scenarios
	B: Workforce Management	1: Key Personnel Resumes
		2: Staffing Plan and Matrix
	C: Contract Management Approach	1: Project Organization/ Management Approach
		2: Transition Approach/Plan
		3: Quality Assurance
		4: Personnel Recruitment/ Retention/Skills Improvement
2: Past Performance		
3: Total Evaluated Cost		

(b) The source selection Factors are listed in descending order of importance. Factor 1 is more important than Factor 2. Within Factor 1, Sub-factor (A) is more important than Sub-factor (B) and Sub-factor (B) is more important than Sub-factor (C). Within Sub-factor (A), Element (1) is more important than Element (2). Within Sub-factor (B), Element (1) is more important than Element (2). Within Sub-factor (C), elements are listed in descending order of importance.

(c) Non-cost Factors 1 and 2 and their Sub-factors, when combined are significantly more important than Factor 3, Total Evaluated Cost. However, the importance of price as an evaluation factor will increase with the degree of equality in overall technical merit of competing proposals.

M.4 TECHNICAL ADJECTIVAL RATINGS WITH DEFINITIONS

(a) The following adjectival ratings/definitions shall be used for the Factor 1. The combined technical proposal rating includes consideration of strengths, weaknesses, and deficiencies in determining technical ratings. Combined technical proposal evaluations shall utilize the combined technical proposal ratings listed below:

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

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

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

DEFICIENCY is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful

contract performance to an unacceptable level. See FAR 15.001.

RISK, as it pertains to source selection, is 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 STRENGTH is an aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.

SIGNIFICANT WEAKNESS in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

STRENGTH is an aspect of an offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of 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.5 VOLUME II – FACTOR 1 TECHNICAL PROPOSAL

M.5.1 Sub-factor A: Technical Understanding

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

M.5.1.1 Element 1: Technical Approach/Capability

- a. 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.
- b. The Government will evaluate the adequacy of the Offeror's approach to managing the technical efforts related to all elements in the SOW.
- c. The Government will also evaluate the Offeror's understanding of and approach to the major milestones, reviews and other meetings associated with the SOW.

M.5.1.2 Element 2: Scenarios

- a. Evaluation of this sub-factor will be based on the narrative as set forth in Section L.
- b. The validity and thoroughness of the Offeror's solution to the scenario will be evaluated as specific evidence of their understanding and capability to successfully perform the technical requirements of this order.

M.5.2 Sub-factor B: Workforce Management

M.5.2.1 Element 1: Key Personnel Resumes

- a. 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.
- b. 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.
- c. Resumes will be evaluated for the relevance of individual experience and degrees/certifications to the technical requirements of the SOW.
- d. 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.

M.5.2.2 Element 2: Staffing Plan and Matrix

- a. Evaluation of this element will be based on the written technical proposal as set forth in Section L.
- b. 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.
- c. The Government will assess how well the proposed Prime/Sub-contractor team provides a balance between size, manageability, and support capability while maintaining an integrated approach.
- d. 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 meeting significant staffing increase requirements on already-awarded contracts.
- e. The Government will evaluate the Offeror's proposed process to staff the non-key positions with personnel meeting the minimum qualifications of the non-key Labor Categories.

M.5.3 Sub-factor C: Contract Management Approach

This sub-factor 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.

M.5.3.1 Element 1: Project Organization/Management Approach

- a. 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.
- b. 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.
- c. Project Organization/Management Approach; Start-Up; Quality, Delivery, Cost-Control, Tracking, and Reporting; Personnel Recruitment/ Retention/ Skills Improvement; and Sub-contract Control and Teaming Agreements are considered elements in the management assessment but are not separately weighted sub-factors.
- d. Since Offerors are strongly encouraged in Section L to address other aspects of their proposed management approach not included in the above list which they consider will convey their management 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.
- e. 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.
- f. 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).
- g. 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.

M.5.3.2 Element 2: Transition Approach/Plan

- a. The Government will assess the Offeror's Start-Up/ by evaluating the Offeror's approach to how their management and project staff will be established; how the Offeror will assume responsibility for support of current programs without discontinuity of work flow or loss of integrity of the programs' current operation; how their technical and contract administration interface with NSWCCD DNA will be established; and what services, support, or other items will be required from the Government to facilitate the transition.

M.5.3.3 Element 3: Quality Assurance

- a. 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.
- b. 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.

M.5.3.4 Element 4: 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. The Government will assess this element by evaluating the Offeror's approach to meeting the Contract Security requirements.

M.6 VOLUME III – 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.2.9, 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

- 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.

Definitions

- Performance Confidence Assessment is an evaluation of the likelihood (or Government's confidence) that the Offeror will successfully perform the solicitation's requirements; the evaluation is based upon Past Performance information.
- Recency, as it pertains to Past Performance information, is a measure of the time that has elapsed since the Past Performance reference occurred. Recency is generally expressed as a time period during which Past Performance references are considered relevant.
- Relevancy, as it pertains to Past Performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of Past Performance examples and the source solicitation requirements; and a measure of the likelihood that the Past Performance is an indicator of future performance.

M.7 VOLUME IV – FACTOR 3: TOTAL EVALUATED COST

M.7.1 Cost Summary

This sub-factor will be evaluated on the final costs by element and the ability to follow the costs throughout the cost proposal. This cost summary will be used by the Government in making its "Best Value" trade-off decision.

- a. All cost proposals will be evaluated for mathematical accuracy; however, the Government may limit the cost realism assessments to those Contractor proposals that stand a reasonable chance for award based on information derived from the technical reviews and relative cost considerations.
- b. 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 labor hours and labor mix, and compliance with the maximum limitations in the Offeror's basic SeaPort-NxG contract for cost savings initiatives/maximum rates.

- c. Pertinent cost information, including but not limited to DCAA/DCMA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary, and appropriate, will be used to arrive at the Government's determination of the most probable cost to be incurred in the performance of this contract and to measure the reasonableness of the proposed costs.
- d. 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. Based on the analysis performed, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. Only upward adjustments will be made to proposed costs.
- e. 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.
- f. 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 Offeror.
- g. Proposals which are unrealistic in terms of technical, schedule commitments, and/or 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.
- h. 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 an indication of the Offeror's quality control processes that would be applied to deliverable data.
- i. 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 degree to which the Offeror will be evaluated as able to comply with technical deliverable requirements.
- j. Subjective judgment on the part of the Government evaluators is implicit in the entire process.

M.7.2 Direct Labor

This element will be evaluated on direct labor costs per staffing approach/capability labor category, how elements effect this cost, and in accordance with Section L.

M.7.2.1 Direct Labor Rate Information

- a. This element will be evaluated on the labor rates expected to be expended in performing this contract.
- b. Offerors must provide a clear analysis of the blending of rates based on the anticipated contract start date.

M.7.2.2 Labor Escalation

This element will be evaluated on the offeror's method and application of an escalation rate and offeror's policy.

- a. 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.
- b. 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.
- c. Offeror's shall provide the most recent 3-year historical escalation documentation supporting the escalation proposed.
- d. If the Offeror is proposing a rate that 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.

M.7.2.3 Total Time Accounting/Uncompensated Overtime (TTA/UT)

This element will be evaluated on the offeror's policy and accounting for time and uncompensated overtime as specified in Section L.

M.7.3 Other Direct Costs

M.7.3.1 Material and Travel Costs

This element will be evaluated on the cost related to material and travel as estimated in the table in Section L.

M.7.3.2 Sub-Contractor/Consultant Costs

This element will be evaluated on planning costs for Sub-contractor and Consultants.

M.7.4 Indirect Rates/Budgets**M.7.4.1 Facilities Capital Cost of Money**

This element will be evaluated on the 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.

M.7.4.2 Savings Initiatives

This element will be evaluated on any cost savings initiative proposed. The Government is interested in initiatives that clearly demonstrate a commitment on the part of the Offeror to keep costs under strict control and clearly minimize overall costs incurred under this contract such as:

- a. A composite cap or maximum on indirect rates.
- b. Lower sub-contract pass-thru than the maximum proposed/accepted at the SeaPort-NxG level.
- c. Negotiation of similar caps for proposed Sub-contractors.

M.8 Volume V OCI MITIGATION PLAN

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.