SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING: DO-A7

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2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	N0017826R30000001	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	16 Jun 2026	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO *(If other than item 7)*
NSWC DAHLGREN COMPTROLLER C1B, 17632 DAHLGREN ROAD SUITE 202 DAHLGREN, VA 22448-5154 UNITED STATES Tabithan Parks, Email: tabithan.t.parks.civ@us.navy.mil Telephone: 5407428772	N00178	

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 Solicitation Module!; PIEE until 12:00 PM *(Hour)* local time 02 Jul 2026 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 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	B. TELEPHONE *(NO COLLECT CALLS)*			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	Tabithan Parks	540	742-8772		tabithan.t.parks.civ@us.navy.mil

11. TABLE OF CONTENTS

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OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause Number 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 NUMBER	DATE	AMENDMENT NUMBER	DATE
	0001	17 Jun 2026		

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION	☐		

AWARD *(To be completed by Government)*

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

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ☐ 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.

Section A - Solicitation/Contract Form

Shipboard Sensor Support (SSS)

General Information

AMENDMENT 0001:

The purpose of amendment 0001 is to:
1. Update to Section L, subsection 3.1.1 Element A - Technical Approach "C.3.6 Documents, Logistics, Procurement, and Inventory Support";
2. Update to Section L, subsection 3.2, "Attachment 10 is the past performance reference template;
3.Update to Attachment 7 Staff Plan Template deleted duplicate Column "Option Year 4";
4. Update to Exhibit A, Data Item No. A008, Block 16 "C.5.6 Mandatory Training Log";
5. Update to Attachment 9 Wage Determination ""WD 2015-4329 Rev. 33 dated 5/13/26";
6. Update to Section L, subsection 3.3.3 "provide separate amounts of travel and incidental materials; and
7. Update Section H(i), H-216-H002 LEVEL OF EFFORT--ALTERNATE I (NAVSEA) (NOV 2022), "Contractor may perform up to 10% of the
hours at an alternative worksite".

DESCRIPTION:

The Naval Surface Warfare Center, Dahlgren Division (NSWCDD) Electromagnetic and Sensor Systems Department (B), Electromagnetic Effects Division (B50) has a requirement for engineering and technical services relating to the restoration, overhaul, maintenance, sustainment, removal, installation, repair, procurement, logistics, and testing of various platform antenna, antenna systems and antenna subsystems (hereafter referred to as “Antenna”) to ensure operational readiness for Communication and Ship Signal Exploitation Equipment (SSEE) systems deployed in the fleet.

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 resulting from this solicitation. The Task Order performance period will have a Base Period of 12 months, plus four (4) Option Periods each consisting of 12 months, for a total of 60 months, if all Options are exercised.

PROPOSAL DUE DATE:

Proposals are required through the PIEE Solicitation Module on or before the date and time specified in Block 9 of Page 1. The ability to upload/submit a proposal in response to this solicitation 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 via email to the Government Primary and Secondary Solicitation Managers identified in the Solicitation Module. The question and answer period is provided in Section L (L-215-H006 SUBMISSION OF QUESTIONS BY OFFERORS--BASIC (NAVSEA)). The estimated date of award is provided in Section L (L-211-H001 UPDATES TO PERIOD OF PERFORMANCE AND DELIVERY DATES (NAVSEA)) and proposal validity is provided in L-216-H001-TASK ORDER GENERAL INFORMATION (NAVSEA).

ADVANCE NOTICE/INDUSTRY DAY

An Advance Notice was posted on 04 September 2025 and an Industry Day was held on 30 October 2025 for this requirement. Offerors may access all pertinent information via the PIEE Solicitation Module under the Opportunities title, "Shipboard Sensor Support”.

COMPETITION APPROACH:
This requirement is being solicited as a full and open competition for all eligible Prime Contractors that hold a SeaPort-NxG basic contract.

INCUMBENT CONTRACTOR:

This work is currently being performed under SeaPort-NxG Contract No. N0017819D8773, Task Order No. N0017822F3012 with Amentum Services, Inc.

GENERAL INFORMATION:

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

THIS SOLICITATION AND PREVIOUS POSTINGS:

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

ORGANIZATIONAL CONFLICT OF INTEREST QUESTIONS:

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

BEST VALUE SELECTION PROCEDURES:

Best value source selection procedures will be employed in accordance with Section M of this solicitation.

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Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

NOTE 1: LABOR HOURS

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

NOTE 2: OPTION CLAUSE

The "52-217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NAVSEA VARIATION I)", in Section I applies to the Option and Surge CLINs.

NOTE 3: OTHER DIRECT COSTS (ODCs)

Other Direct Costs (ODCs) shall include materials and travel required during the Period of Performance of the identified CLIN, as detailed/identified in Section C.

NOTE 4: NOT SEPARATELY PRICED

The price for Not Separately Priced (NSP) in accordance with IAW L-215-H004 Instructions for Pricing of CDRL, Data items shall be included in the price of the corresponding Labor CLIN(s).

NOTE 5: SURGE OPTION

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 a "Surge Option" CLIN for additional work in accordance with the Statement of Work and 52.217-9 (NAVSEA VARIATION I).

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

- Items in the 6000 series are Cost-Plus-Fixed-Fee (CPFF) type.
- Items in the 7000 series are cost only, excluding fee.
- Items in the 8000 series are Not Separately Priced (NSP).

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

CLAUSES INCORPORATED BY FULL TEXT

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

Labor CLIN	Labor Hours	Cost Per Hour*	Fee Rate Per Hour*	Loaded Hourly Rate
6000				
6001				
6100				
6101				
6200				

6201				
6300				
6301				
6400				
6401				

*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 Federal Acquisition Regulation (FAR) 31.205-46. The travel costs to be reimbursed shall be those costs for which the Contractor has maintained appropriate documentation and which have been determined to be allowable, allocable, and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer, or their duly authorized representative.

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

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

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

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

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

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

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

(a) For purposes of this contract, "fee" means "Target-Fee" in Cost-Plus-Incentive-Fee type contracts, "Base Fee" in Cost-Plus-Award-Fee type contracts, or "Fixed-Fee" in Cost-Plus-Fixed-Fee type contracts.

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

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

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

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Allowed Per Order

Minimum: 1.00 Dollars, U.S.

Maximum: 1.00 Dollars, U.S.

Government Minimum/Maximum to Order

Minimum: 1.00 Dollars, U.S.
Maximum: 36,000,968.00 Dollars, U.S.

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
6000	Base Period -Shipboard Sensor Systems (SSS) services in accordance with Section C, SOW (See Note 1).				
6000AA	Holding SLIN for Base Period CLIN 6000 (Fund Type - TBD) Pricing Arrangement: Cost Plus Fixed Fee	51,456	Labor Hours		
Option Line Item 6001	Surge CLIN - Base Period Shipboard Sensor Systems (SSS) services in accordance with Section C, SOW (See Note 1, 2, & 5).				
Option Line Item 6001AA	Holding SLIN for Surge Option - Base Period Labor CLIN 6001 Pricing Arrangement: Cost Plus Fixed Fee	10,291	Labor Hours		
Option Line Item 6100	Option Period 1, SSS IAW Section C, SOW (See Note 1 and 2)				
Option Line Item 6100AA	Holding SLIN for Option Period 1 CLIN 6100 (Fund Type - TBD) Pricing Arrangement: Cost Plus Fixed Fee	51,456	Labor Hours		
Option Line Item 6101	Surge CLIN for Surge Option Period 1, SSS IAW Section C, SOW (See Note 1, 2, & 5).				
Option Line Item 6101AA	Holding SLIN for Surge Option - Option Year 1 Labor CLIN 6101 Pricing Arrangement: Cost Plus Fixed Fee	10,291	Labor Hours		

Option Line Item 6200	Option Period 2, SSS IAW Section C, SOW (See Notes 1 and 2)				
Option Line Item 6200AA	Holding SLIN for Option Period 2 CLIN 6200 (Fund Type - TBD) Pricing Arrangement: Cost Plus Fixed Fee	51,456	Labor Hours		
Option Line Item 6201	Surge CLIN for Surge Option Period 2, SSS IAW Section C, SOW (See Note 1, 2, & 5).				
Option Line Item 6201AA	Surge CLIN for Surge Option Period 2, SSS IAW Section C, SOW (See Note 1, 2, & 5). Pricing Arrangement: Cost Plus Fixed Fee	10,291	Labor Hours		
Option Line Item 6300	Option Period 3, SSS IAW Section C, SOW (See Notes 1 and 2)				
Option Line Item 6300AA	Holding SLIN for Option Period 3 CLIN 6300 (Fund Type - TBD) Pricing Arrangement: Cost Plus Fixed Fee	51,456	Labor Hours		
Option Line Item 6301	Surge CLIN for Surge Option Period 3, SSS IAW Section C, SOW (See Note 1, 2, & 5).				
Option Line Item 6301AA	Holding SLIN for Surge Option - Option Period 3 Labor CLIN 6301 Pricing Arrangement: Cost Plus Fixed Fee	10,291	Labor Hours		
Option Line Item 6400	Option Period 4, SSS IAW Section C, SOW (See Notes 1 and 2)				
Option Line Item 6400AA	Holding SLIN for Option Period 4 CLIN 6400 (Fund Type - TBD)	51,456	Labor Hours		

	Pricing Arrangement: Cost Plus Fixed Fee				
Option Line Item 6401	Surge CLIN for Surge Option Period 4, SSS IAW Section C, SOW (See Note 1, 2, & 5).				
Option Line Item 6401AA	Holding SLIN for Surge Option - Option Period 4 Labor CLIN 6401 Pricing Arrangement: Cost Plus Fixed Fee	10,291	Labor Hours		
7000	Base Period, ODC in support of CLIN 6000 IAW SOW (See Note 3).				
7000AA	Holding SLIN for Base Period ODC in support of CLIN 6000 (Fund Type - TBD) Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 7001	Surge CLIN for Base Period, ODC in support of CLIN 6001 IAW SOW (See Notes 3 and 5).				
Option Line Item 7001AA	Holding SLIN for Surge Base Period ODC in support of CLIN 6001 (Fund Type - TBD) Option Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 7100	Option Period 1, ODC in support of CLIN 6100 IAW SOW (See Notes 2 and 3).				
Option Line Item 7100AA	Holding SLIN for Option Period 1 ODC in support of CLIN 6100 (Fund Type - TBD) Option Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 7101	Surge CLIN for Option Period 1, ODC in support of CLIN 6101 in accordance with SOW (See Notes 3 and 5).				

Option Line Item 7101AA	Holding SLIN for Surge Option Period 1 ODC in support of CLIN 6101 (Fund Type - TBD) Option Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 7200	Option Period 2, ODC in support of CLIN 6200 IAW SOW (See Notes 2 and 3)				
Option Line Item 7200AA	Holding SLIN for Option Period 2 ODC in support of CLIN 6200 (Fund Type - TBD) Option Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 7201	Holding Surge SLIN for Option Period 2 ODC in support of CLIN 6201 (Fund Type - TBD) Option				
Option Line Item 7201AA	Holding Surge SLIN for Option Period 2 ODC in support of CLIN 6201 (Fund Type - TBD) Option Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 7300	Option Period 3, ODC in support of CLIN 6300 IAW SOW (See Notes 2 and 3)				
Option Line Item 7300AA	Holding SLIN for Option Period 3 ODC in support of CLIN 6300 (Fund Type - TBD) Option Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 7301	Surge CLIN for Option Period 3, ODC in support of CLIN 6301 in accordance with SOW (See Notes 3 and 5).				
Option Line Item 7301AA	Holding Surge SLIN for Option Period 3 ODC in support of CLIN 6301 (Fund Type - TBD) Option Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 7400	Option Period 4, ODC in support of CLIN 6400 IAW SOW (See Notes 2 and 3).				

Option Line Item 7400AA	Holding SLIN for Option Period 4 ODC in support of CLIN 6400 (Fund Type - TBD) Option Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 7401	Surge CLIN for Option Period 4 in support of CLIN 6401 IAW SOW ODC (See Notes 3 and 5).				
Option Line Item 7401AA	Holding Surge CLIN for Option Period 4 ODC in support of CLIN 6401 (Fund Type - TBD) Option Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
8000	Not Separately Priced (NSP) Items at the Base Period as, Contractor Acquired Property (CAP)-In accordance with FAR 52.245-1 Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
8099	NSP - CPFF Data Deliverables for Base Period; Not Separately Priced IAW Exhibit A, DD Form 1423 (See Note 4). Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
8100	Not Separately Priced (NSP) Items at the Option Period 1 as, Contractor Acquired Property (CAP)-In accordance with FAR 52.245-1 Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
8199	NSP - CPFF Data Deliverables for Option Period 1; Not Separately Priced IAW Exhibit A, DD Form 1423 (See Notes 2 and 4). Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
8200	Not Separately Priced (NSP) Items at the Option Period 2; Contractor Acquired Property (CAP)-In accordance with FAR 52.245-1 Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
8299	NSP - CPFF Data Deliverables for Option Period 2; Not Separately Priced IAW Exhibit A, DD Form 1423 (See Notes 2 and 4). Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
8300	Not Separately Priced (NSP) Items at the Option Period 3; Contractor Acquired Property (CAP)-In				

	accordance with FAR 52.245-1 Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
8399	NSP - CPFF Data Deliverables for Option Period 3; Not Separately Priced IAW Exhibit A, DD Form 1423 (See Notes 2 and 4). Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
8400	Not Separately Priced (NSP) Items at the Option Period 4; Contractor Acquired Property (CAP)-In accordance with FAR 52.245-1 Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
8499	NSP - CPFF Data Deliverables for Option Period 4; Not Separately Priced IAW Exhibit A, DD Form 1423 (See Notes 2 and 4). Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		

Section C - Description/Specifications/Statement of Work

Requirements
The Contractor shall see Attachment 01 for the applicable statement of work.

Section D - Packaging and Marking

D.1 CLAUSES INCORPORATED BY FULL TEXT

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

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), 32 CFR Part 117.

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

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

1. Name and business address of the Contractor

2. Contract number

3. Sponsor:

(Name of Individual Sponsor) _____

(Name of Requiring Activity) _____

(City and State) _____

D-223-W001 EXPLOSIVE OR HAZARDOUS MATERIALS--PACKAGING & LABELING (NAVSEA) (OCT 2018)

(a) Packaging, Packing, Marking and Labeling of Explosive materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, placarded, etc.) for shipment in accordance with all applicable Department of Transportation/Department of Defense regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstance shall the contractor knowingly use materials, markings or procedures that are not in accordance with law and regulations applicable to the mode of transportation employed.

Mode of Transportation/Applicable Regulation:

1. Domestic Highway/A

2. Domestic Commercial Air/A, B

3. Export Surface/A, C, E

4. Export Commercial Air/A, B, E

5. Export Military Air/D, E

List of Regulations:

A. Code of Federal Regulations Title 49

B. International Air Transport Association (IATA) Dangerous Goods Regulation

C. International Maritime Organization (IMO) Dangerous Goods Regulation

D. Air Force Joint Manual (AFJAM) Preparation of Hazardous Materials for Military Air Shipment

E. Export shipments are also subject to the domestic regulations indicated to transport the material to the port of embarkation (POE)

(c) Markings listed below are a minimum for acceptance of the material:

(1) Proper Shipping Name

(2) UN Number

(3) Name and Address of Shipper and Consignee

(d) Additional Required Markings for EXPLOSIVE Material:

(1) National Stock Number or Local Stock Number _____

(2) Material Item Nomenclature

(3) Lot # / Quantity contained in this package

(4) Net Explosive Weight / Gross Weight of Package

(e) A packing list must be placed on the outside of the package with the shipping papers (i.e. DD 250, DD 1149, etc.) enclosed. The shipping papers must include the technical point of contact at Destination for Delivery. All other documentation should be placed in a separate packing list.

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

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

Section E - Inspection and Acceptance

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.

E.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

See Attachment 03

E.3 CLAUSES INCORPORATED BY FULL TEXT

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 6000, 6001, 6100, 6101, 6200, 6201, 6300, 6301, 6400, and 6401 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-5	Inspection of Services-Cost-Reimbursement.	Apr 1984		

DFARS Clauses Incorporated by Full Text

252.229-7003 Tax Exemptions (Italy). (Mar 2012)

TAX EXEMPTIONS (ITALY) (MAR 2012)

(a) As the Contractor represented in its offer, the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy .

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972 .

(iii) The following fiscal code(s): *80156020630*

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

> "I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972 ."

An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)

Section F - Deliveries or Performance

F.1 PLACE OF PERFORMANCE

Services to be performed hereunder will be provided at the Government's site and/or Contractor's facility. The locations are dependent on the task the Contractor is working.

F.2 PERIOD OF PERFORMANCE (PoP) FOR NSP CLINs

The PoP for the NSP Items in Section B, CLINs 8000, 8099, 8100, 8199, 8200, 8299, 8300, 8399, 8400, and 8499, shall be concurrent with the Period described in the corresponding Labor and ODC CLIN descriptions.

F.3 CLAUSES INCORPORATED BY FULL TEXT

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

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

Overall Contract Delivery Period

Period of Performance
From 15 Nov 2027 to 14 Nov 2032

The ordering period above may include unexercised options

Line Item	Delivery Schedule	Quantity	Address and POC
6000AA	Period of Performance From 15 Nov 2027 To 14 Nov 2028	51,456 Labor Hours	
Option Line Item 6001AA	Period of Performance From 15 Nov 2027 To 14 Nov 2028	10,291 Labor Hours	
Option Line Item 6100AA	Period of Performance From 15 Nov 2028 To 14 Nov 2029	51,456 Labor Hours	
Option Line Item 6101AA	Period of Performance From 15 Nov 2028 To 14 Nov 2029	10,291 Labor Hours	
Option Line Item 6200AA	Period of Performance From 15 Nov 2029 To 14 Nov 2030	51,456 Labor Hours	
	Period of Performance	10,291 Labor Hours	

Option Line Item 6201AA	From 15 Nov 2029 To 14 Nov 2030		
Option Line Item 6300AA	Period of Performance From 15 Nov 2030 To 14 Nov 2031	51,456 Labor Hours	
Option Line Item 6301AA	Period of Performance From 15 Nov 2030 To 14 Nov 2031	10,291 Labor Hours	
Option Line Item 6400AA	Period of Performance From 15 Nov 2031 To 14 Nov 2032	51,456 Labor Hours	
Option Line Item 6401AA	Period of Performance From 15 Nov 2031 To 14 Nov 2032	10,291 Labor Hours	
7000AA	Period of Performance From 15 Nov 2027 To 14 Nov 2028	1 Lot	
Option Line Item 7001AA	Period of Performance From 15 Nov 2027 To 14 Nov 2028	1 Lot	
Option Line Item 7100AA	Period of Performance From 15 Nov 2028 To 14 Nov 2029	1 Lot	
Option Line Item 7101AA	Period of Performance From 15 Nov 2028 To 14 Nov 2029	1 Lot	
Option Line Item 7200AA	Period of Performance From 15 Nov 2029 To 14 Nov 2030	1 Lot	
Option Line Item 7201AA	Period of Performance From 15 Nov 2029	1 Lot	

	To 14 Nov 2030		
Option Line Item 7300AA	Period of Performance From 15 Nov 2030 To 14 Nov 2031	1 Lot	
Option Line Item 7301AA	Period of Performance From 15 Nov 2030 To 14 Nov 2031	1 Lot	
Option Line Item 7400AA	Period of Performance From 15 Nov 2031 To 14 Nov 2032	1 Lot	
Option Line Item 7401AA	Period of Performance From 15 Nov 2031 To 14 Nov 2032	1 Lot	

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.242-15	Stop-Work Order. (Alternate I)	Aug 1989	Alternate I	Apr 1984

Section G - Contract Administration Data

G.1 ACCOUNTING DATA

Accounting Data appears at the end of Section G. 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. Under EPS, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the EPS software. Each obligation of funds receives a unique SLIN identifier, unless the 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. Accounting for expenditures at the SLIN level is required.

G.2 SPECIAL INVOICE INSTRUCTIONS

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. 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

CLIN	CPFF	Funds this Action	Previous Funding	Total Funded Amount	Balance Unfunded	Funded Labor Hours
6000						
6001						
6100						
6101						
6200						
6201						
6300						
6301						
6400						
6401						
7000						
7101						
7200						

7201						
7300						
7301						
7400						
7401						
TOTAL						

*To be completed by the Government at time of award.

G.4 CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause--"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF). "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items--

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

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 financing, submit a commercial 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.

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	**
Issue By DoDAAC	N00178
Admin DoDAAC**	**
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 entered 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: NSWCD-02-WAWF@us.navy.mil

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

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

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

G-232-H002 PAYMENT INSTRUCTIONS (NAVSEA) (FEB 2024)

Payment office allocation methods can be found in the table at DFARS PGI 204.7108(b)(2) (https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions).

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.

G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

(NAVSEA) (OCT 2023)

(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: Sean McGovern

Address: 17632 Dahlgren Rd, Suite 102

Dahlgren, VA 22448

Phone: (540) 742 - 8777

E-mail: sean.t.mcgovern5.civ@us.navy.mil

(ii) The Contract Specialist is:

Name: Tabithan Parks

Address: 17632 Dahlgren Rd, Suite 100

Dahlgren, VA 22448

Phone: (540) 742-8772

E-mail: tabithan.t.parks.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]

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: [*Street][*City, State, Zip]

Phone: (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]

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: [*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]

E-mail: [*]

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

Name: [*]

Address: [*Street]

[*City, State, Zip]

Phone: (Area Code) xxx- [xxxx]

E-mail: [*]

[*] To be completed at Task Order award

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

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

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

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

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

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

(f) The hours of operation are as follows:

AREA	FROM	TO
All Departments	0700ET	1430ET

(g) All deliveries to the Receiving Officer, NSWCDD, shall be made Monday through Friday from 0700 to 1430, local time. Deliveries will not be accepted after 1430. No deliveries will be accepted on federal government holidays

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

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

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

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7006	Billing Instructions-Cost Vouchers	May 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7008	Assignment of Claims (Overseas).	Jun 1997		

Section H - Special Contract Requirements

H.1 CLAUSES INCORPORATED BY FULL TEXT

H-209-H003 REQUIRED DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (NOV 2022)

(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, at the time of execution of this contract the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) 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.

(d) Notwithstanding paragraph (c) 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.

(e) If the Contractor fails to take action required by this requirement, or required by the Contracting Officer upon receipt of the Contractor's disclosure required by paragraph (c), the Government may terminate this contract for default.

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

(g) 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, those of its subcontractors, those of one of its prime contractors (to which the contractor is a subcontractor), or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(h) 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.

(i) 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.

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

H-209-H004 RESTRICTIONS RESULTING FROM POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (NOV 2022)

(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) 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 in accordance with FAR 9.5.

(c) The Contractor agrees that to prevent the existence of conflicting roles and unfair competitive advantage, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate, subcontractor, consultant, or employee of the Contractor, any joint venture, 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, unless an exception under FAR 9.505 exists. This exclusion also does not apply to any work covered by FAR 9.505-2 (a)(3) or (b)(3) or recompetition for those systems, components or services furnished pursuant to this contract.

(d) 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.

(e) 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.

(f) 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.

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

H-216-H002 LEVEL OF EFFORT--ALTERNATE I (NAVSEA) (NOV 2022)

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

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

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

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

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

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite.

An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

H-223-N001 INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL (NAVSEA) (JUN 2024)

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 it manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National 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. Safety Data Sheets (SDS). The Safety Office maintains copies of manufacturers' SDS 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 SDS 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:

Charles Lehr, Charles.r.lehr2.civ@us.navy.mil

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation)	Feb 2026		
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation)	Feb 2026		
52.210-1	Market Research. (Deviation)	Feb 2026		
52.211-15	Defense Priority and Allocation Requirements.	Apr 2008		
52.215-2	Audit and Records-Negotiation. (Deviation)	Feb 2026		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation)	Feb 2026		
52.215-23	Limitations on Pass-Through Charges. (Deviation)	Feb 2026		
52.219-8	Utilization of Small Business Concerns. (Deviation)	Feb 2026		
52.222-3	Convict Labor. (Deviation)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation)	Feb 2026		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-23	Sustainable Products. (Deviation)	Feb 2026		
52.224-3	Privacy Training.	Jan 2017		
52.226-7	Drug-Free Workplace.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.230-2	Cost Accounting Standards. (Deviation)	Feb 2026		
52.230-6	Administration of Cost Accounting Standards. (Deviation)	Feb 2026		
52.232-22	Limitation of Funds. (Deviation)	Feb 2026		
52.233-3	Protest after Award. (Deviation)	Feb 2026		
52.233-3	Protest after Award. (Deviation) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation)	Feb 2026		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities.	Nov 2024		
52.240-91	Security Prohibitions and Exclusions. (Deviation)	Feb 2026		
52.240-92	Security Requirements. (Deviation)	Feb 2026		
52.242-3	Penalties for Unallowable Costs. (Deviation)	Feb 2026		
52.243-2	Changes-Cost-Reimbursement. (Deviation)	Feb 2026		
52.243-2	Changes-Cost-Reimbursement. (Deviation) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.244-2	Subcontracts. (Alternate I)	Jun 2020	Alternate I	Jun 2020
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation)	Feb 2026		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced.	Apr 2020		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-O0013 REVISION 1)	May 2024	Deviation 2024-O0013	May 2024
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7022	Expediting Contract Closeout.	May 2021		

252.204-7023	Reporting Requirements for Contracted Services. (Alternate I)	Jul 2021	Alternate I	Jul 2021
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.222-7004	Compliance with Spanish Social Security Laws and Regulations.	Jun 1997		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7019	Restriction on Acquisition of Anchor and Mooring Chain.	May 2024		
252.225-7025	Restriction on Acquisition of Forgings.	Dec 2009		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	Feb 2024	Deviation 2024-O0006	Feb 2024
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-O0014)	Aug 2024	Deviation 2024-O0014	Aug 2024
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)	Aug 2018	Deviation 2018-O0019	Aug 2018
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.226-7003	Drug-Free Work Force.	Aug 2024		
252.228-7006	Compliance with Spanish Laws and Insurance.	Dec 1998		
252.229-7005	Tax Exemptions (Spain).	Mar 2012		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.239-7000	Protection Against Compromising Emanations.	Oct 2019		
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010		
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System.	Jan 2023		

FAR Clauses Incorporated by Full Text

52.216-7 Allowable Cost and Payment. (Deviation) (Feb 2026)

Allowable Cost and Payment (Feb 2026) (Deviation)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns*. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information*. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates*. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures*. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit*. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation. (Deviation) (Feb 2026)

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the Contracting Officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-2 Payment for Overtime Premiums. (Deviation) (Feb 2026)

PAYMENT FOR OVERTIME PREMIUMS (FEB 2026) (DEVIATION)

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

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

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

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

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

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

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

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

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

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

* Insert either "zero" or the dollar amount agreed to during negotiations.

(End of clause)

52.229-8 Taxes-Foreign Cost-Reimbursement Contracts. (Mar 1990)

TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of ____[insert name of the foreign government], or from which the Contractor or any subcontractor under this contract is exempt under the laws of ____[insert name of country], shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

52.243-7 Notification of Changes. (Deviation) (Feb 2026)

Notification of Changes (Feb 2026) (Deviation)

(a) *Definitions.*

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has designated by written notice (a copy shall be provided to the Contractor) that shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. Examples of conduct that may be regarded as a change to terms and conditions include actions, inactions, and written or oral communications. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) of paragraph (d) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs(b) and (c) of this clause.

Note: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 Subcontracts. (Jun 2020)

Subcontracts (Jun 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds-

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

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

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

All

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TBD

(End of clause)

52.247-63 Preference for U.S.-Flag Air Carriers. (Jan 2025)

PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 2025)

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

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag air carrier means an entity granted authority to provide air transportation in the form of a certificate of public convenience and necessity under 49 U.S.C. 41102.

(b) *U.S. Government-financed international air transportation.* 49 U.S.C. 40118, Government-financed air transportation (commonly referred to as the Fly America Act), requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the General Services Administration to issue regulations that, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) *Use of U.S.-flag carriers for international air transportation.* If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) *Statement of unavailability of U.S.-flag air carriers.* In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation) _____[State reasons]:

(End of statement)

(e) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

52.247-67 Submission of Transportation Documents for Audit. (Feb 2006)

Submission of Transportation Documents for Audit (Feb 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to Deborah Frank, deborah.n.frank.civ@us.navy.mil

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

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

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

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

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: *CMMC Level 2 (C3PAO)* for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services. (Dec 1991)

TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)

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

(1) "Securing" means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) "Sensitive information" means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) "Telecommunications systems" means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit-

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location:____(Identify the location.)

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from (identify where list can be obtained). Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with (list and identify the location of any telecommunications security equipment, device, technique, or service currently being used by the technical or requirements organization or other offices with which the Contractor must communicate).

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

252.251-7000 Ordering From Government Supply Sources. (Aug 2012)

ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall-

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall-

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

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

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

ITEMS	LATEST OPTION EXERCISE DATE
6001,6100, 6101, 7001,7100, 7101, 8099,8100, 8199	No later than the end of the contract term of CLINs 6000 & 7000
6200, 6201, 7200, 7201, 8200, 8299	No later than the end of the contract term of CLINs 6100 & 7100
6300, 6301, 7300, 7301, 8300, 8399	No later than the end of the contract term of CLINs 6200 & 7200
6400, 6401, 7400, 7401, 8400,8499	No later than the end of the contract term of CLINs 6300 & 7300

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

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

(End of Clause)

Section J - List of Attachments

Exhibits:

Id	Exhibit Name	Exhibit Description	Reference Identifier	Date	Line Item
A	Exhibit_A_N0017826R3000.	Contract Data Requirements List (CDRL)		11 Feb 2026	

Attachments:

Number	Attachment Name	Attachment Description	Reference Identifier	Date
01	Attachment 01 - B-SOW_Shipboard_Sensor5.13.26	Statement of Work		11 Feb 2026
02	Attachment 02 -DD254 26R3000 signedCompressed	Contract Security Classification Specification (DD 254)		12 Feb 2026
03	Attachment 03-QASP Shipboard Sensor	Quality Assurance		25 Apr 2026
04	Attachment 04 Shipboard Sensor Category Quals	General correspondence, not elsewhere listed		25 Apr 2026
05	Attachment 05 COR appointment Letter	General correspondence, not elsewhere listed		11 Feb 2026
06	Attachment 06 GFP	General correspondence, not elsewhere listed		25 Apr 2026
07	Attachment 07 Staffing Plan Format.			12 Feb 2026
08	Attachment 08 - Cost Summary	Cost Data Summary		12 Feb 2026
09	Attachment 09- Wage Determination	Wage Determination		02 Apr 2026
10	Attachment_10_Past_Performance_Reference	Performance Work Statement		16 Jun 2026

Section K - Representations, Certification, & Other Statements

52.201-1 ACQUISITION 360: VOLUNTARY SURVEY (SEP 2023)

(a)All actual and potential offerors are encouraged to provide feedback on the preaward and debriefing processes, as applicable. Feedback may be provided to agencies up to 45 days after award. The feedback is anonymous, unless the participant self-identifies in the survey. Actual and potential offerors can participate in the survey by selecting the following link: https://www.acquisition.gov/?360.

(b)The Contracting Officer will not review the information provided until after contract award and will not consider it in the award decision. The survey is voluntary and does not convey any protections, rights, or grounds for protest. It creates a way for actual and potential offerors to provide the Government constructive feedback about the preaward and debriefing processes, as applicable, used for a specific acquisition.

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2025) (DEVIATION 2025-O0004)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is $47,000,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541330 if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

(i) ? Paragraph (d) applies.

(ii) ? Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

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

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

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

(xix) [Reserved]

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

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

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

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

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

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

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

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

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

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

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

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.

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2023)

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

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

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

___ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

___ (ii) 252.225-7000 , Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020 , Trade Agreements Certificate.

___ Use with Alternate I.

_X__ (iv) 252.225-7031 , Secondary Arab Boycott of Israel.

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___Use with Alternate IV.

___ Use with Alternate V.

___ (vi) 252.226-7002 , Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

___ (vii) 252.232-7015 , Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov . After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

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

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.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.219-7000	Advancing Small Business Growth.	Jun 2023		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

52.204-29 Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures. (Dec 2023)

FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) *Definitions.* As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(c) *Procedures*.

(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(*https://www.sam.gov)* for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

52.209-7 Information Regarding Responsibility Matters. (Deviation) (Feb 2026)

INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements-Certification. (Deviation) (Feb 2026)

VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (FEB 2026) (DEVIATION)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification*. [*Offeror shall check either (1) or (2).*]

☐ (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices /under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

☐ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States

is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Jun 2020)

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

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

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

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

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

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject

to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [*Offeror must select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

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

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

(End of provision)

52.230-1 Cost Accounting Standards Notices and Certification. (Deviation) (Feb 2026)

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FEB 2026) (DEVIATION)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.205(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) ☐ *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) ☐ *Certificate of Previously Submitted Disclosure Statement*. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) ☐ *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) ☐ *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes	☐ No

(End of provision)

52.230-7 Proposal Disclosure-Cost Accounting Practice Changes. (Apr 2005)

PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

☐ Yes ☐ No

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

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

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

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

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

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

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

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions. (Jan 2025)

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2025)

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

"Computer software" is defined in-

(1) The 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"SBIR/STTR data" is defined in the 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"Technical data" is defined in-

(1) The 252.227-7013, Rights in Technical Data-Other Than Commercial Products and Commercial Services, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7018, Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

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

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

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

Technical Data or Computer Software to be Furnished With Restrictions[1]	Basis for Assertion[2]	Asserted Rights Category[3]	Name of Person Asserting Restrictions[4]
____(LIST)[5]	____(LIST)	____(LIST)	____(LIST)

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

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

[3] Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR/STTR data generated under a contract resulting from this solicitation or under another contract, limited, restricted, or government purpose rights under a contract resulting from this solicitation or under a prior contract, or specially negotiated licenses).

[4] Corporation, individual, or other person, as appropriate.

[5] Enter "none" when all data or software will be submitted without restrictions.

Date	___
Printed Name and Title	___
	___
Signature	___

(End of identification and assertion)

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

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

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

SECTION L - INSTRUCTION, CONDITIONS AND NOTICES TO OFFERORS

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) The support contractor not disclose any information,

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

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

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

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

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

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 NSWCDD B Department, 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-211-H001 UPDATES TO PERIOD OF PERFORMANCE AND DELIVERY DATES (NAVSEA) (JUN 2022)

For proposal purposes the estimated date of contract, task order, or delivery order award is **13 August 2027**. The government reserves the right to award sooner or later if necessary. The delivery dates and/or period of performance start and end dates in Section F will be updated at award based upon actual contract, task order, or delivery order award date.

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 **14 calendar days**. Although every effort will be made, the Government makes no guarantee that questions received after the date above will be answered.

(c) All questions shall be submitted via email to the Primary and Secondary Solicitation Manager identified in the Solicitation Module within the Procurement Integrated Enterprise Environment (PIEE) (https://piee.eb.mil). The email should include the solicitation number in the subject line. Responses will be posted as an attachment to the Solicitation within the PIEE Solicitation Module.

L-216-H001 TASK ORDER GENERAL INFORMATION (NAVSEA) (JUL 2023)

(a) This requirement is currently being satisfied by **Amentum Services, Inc.** under Seaport Task Order **N0017822F3012**.

(b) Work performed under this task order will support **Shipboard Sensor**.

(c) The Government requirement is **308,735** total man hours (surge included) for this effort across **5 years** years if all options are exercised.

(d) This requirement is being solicited as **[x]** unrestricted **[ ]** small business set-aside **[ ]** 8(a) set-aside. If unrestricted, there is a small business participation requirement of **[20%]** applicable to both large and small business entities proposing as prime subcontractors.

(e) There **[x]** will be **[ ]** will not be an industry day. If there will be an industry day, information will be provided elsewhere in this Section L.

(f) Proposal in response to this solicitation shall be valid for **485** calendar days.

(g) The applicable PSC is **R425**.

(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 PIEE system as the Proposal Manager and access the Solicitation Module.

2. To access the Solicitation Module, Offerors are required to register for a PIEE account. If an Offeror already has a PIEE account, the role of Proposal Manager can be added to the existing PIEE account. If an Offeror does not already have a PIEE account, the Offer can self-register for a PIEE user account and add the role of Proposal Manager.

3. Resources on how to navigate the PIEE Solicitation Module are available at https://dodprocurementtoolbox.com/site-pages/solicitation-module.

4. For question related to the PIEE Solicitation Module please contact disa.global.servicedesk.mbx.eb-ticket-requests@mail.mil. You can also reach PIEE support by phone at 866-618-5988.

L-245-H001 AVAILABILITY OF GOVERNMENT PROPERTY (NAVSEA) (JUL 2024)

Government property is offered for use under this solicitation. The contractor is responsible for all costs related to making the property available for use, including (but not limited to) payment of all transportation, installation, and rehabilitation costs.

L-245-H002 INSTRUCTIONS REGARDING GOVERNMENT PROPERTY (NAVSEA) (JUL 2024)

All offerors shall submit the following information in their proposal:

(1) A list or description of all Government property that the offeror or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the contracting officer having cognizance of the property);

(2) The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;

(3) The amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges; and

(4) A description of the offeror's property management system, plan, and any customary commercial practices, voluntary consensus standards, or industry-leading practices and standards to be used by the offeror in managing Government property.

1.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

Offeror shall comply with the detailed instructions for the format and content of the proposal. Proposals shall be clear and unambiguous. Proposals that do not comply with the detailed instructions for the format and content of the proposal may render the Offeror ineligible for award. The Government reserves the right to reject any proposal that does not comply with these proposal submission instructions.

Proposals shall be submitted through the PIEE Solicitation Module by the solicitation closing date and time specified on the cover page of this solicitation, block (9). Offers must be received via the PIEE Solicitation Module portal by the closing date and time in order to be considered for award. It is not permissible to upload a link to an internet-based data center (e.g. Google cloud or Dropbox). Offeror shall submit all required proposal information as files uploaded directly in the PIEE Solicitation Module. In the rare event the PIEE system is down or inaccessible, Offeror

shall immediately notify the cognizant Contracting Officer for the solicitation via e-mail prior to the solicitation closing date and time. In the rare event of a PIEE system malfunction, arrangements must be made with the Contracting Officer cognizant for the solicitation prior to the solicitation closing date and time in order to submit a proposal electronically outside the PIEE Solicitation Module. Failure to submit a complete proposal prior to the solicitation closing date and time will render the proposal late and unacceptable.

Offerors are responsible for submitting proposals and any proposal modifications in the PIEE Solicitation Module by the time specified in the solicitation. Any proposal modification not submitted in the PIEE Solicitation Module by the exact time specified for receipt of the 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 its proposal after that time. Each proposal submitted in the PIEE Solicitation Module is time/date stamp recorded by the system at time of proposal upload. Proposals may be withdrawn by written notice to the cognizant Contracting Officer for the solicitation provided such notice is received prior to Task Order award.

Resources on how to navigate the PIEE Solicitation Module are available at https://dodprocurementtoolbox.com/site-pages/solicitation-module.

2.0 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 below. The requirements below apply equally to subcontractors. Proposals that do not meet the below requirements may be deemed unresponsive and may not be eligible for award. The electronic proposal shall be prepared so that if printed, the proposal meets the following format requirements:

- 8.5 x 11 inch paper

- Single-spaced typed lines

- 1 inch margins

- Font text shall be 12-point Times New Roman, except for:

- Graphs, graphics, or charts used to supplement the proposal text shall use Times New Roman that is no smaller than 9-point font size.

- Microsoft Office Excel spreadsheets shall use Times New Roman that is no smaller than 9-point font size. These Excel spreadsheets shall be formatted for printing in landscape orientation such that all row and column headings appear on each printed page. All spreadsheets shall include calculations in the cells showing all formulas. Do not enter hard data where formulas were used to calculate the entered value.

- No hyperlinks

- Proposals shall be in English and in U.S. dollars.

- Proposals shall be Microsoft Office (Word, Excel, PowerPoint) 2010 and newer versions or Adobe Acrobat (PDF) compatible. PDF files shall be searchable when reviewed electronically.

2.1 Cover Page and Table of Contents

Offeror shall include a cover page and table of contents for each proposal volume. The cover page shall identify the solicitation number, proposal volume and title, and the Offeror's name. The cover page and table of contents will not count against page limitations.

2.2 Glossary of Abbreviations and Acronyms

Offer shall include a glossary of abbreviations and acronyms for each proposal volume that provides corresponding definitions. Glossaries will not count against page limitations.

2.3 Page Numbering System

Offeror shall use a standard page numbering system to facilitate proposal references. All pages shall be numbered consecutively for each section within a volume. Charts, graphs, and other inserted materials shall be included in the page numbering system.

2.4 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]";

Offerors shall also mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

2.5 File Naming Convention

All proposal files shall include the Offeror's company name, volume #, document name, and other useful identifying information. For example:

- Company_Volume_I _Technical Approach
- Company_Volume_I_Key Personnel Resume for Jane Doe
- Company_Volume_II _Past Performance Reference for N00024-##-X-####
- Company_Volume_III _Cost Proposal Narrative
- Company_Volume_IV_Cover Letter

3.0 PROPOSAL ORGANIZATION AND CONTENT

Offeror shall organize its proposal and include all proposal content exactly as described herein. Offeror shall organize its proposal into separate volumes and adhere to page limitations as delineated in the Proposal Organization Table below. Page limitations will be treated as maximums. If exceeded, excess pages may not be read or considered in proposal evaluation. When both sides of a sheet display printed material, it shall be counted as two pages.

Proposal Organization Table

Volume	Proposal Content	Page Limitation
VOLUME I - Technical (Factor 1)	Element A: Technical Approach	**75** pages
	Element B: Management Approach	**20** pages
	Element C: Personnel Approach	Staffing Plan- No page limit. Key Personnel: **2** pages per resume.
VOLUME II - Past Performance (Factor 2)	Past Performance References	**3** pages per reference
Volume III - Cost Proposal (Factor 3)	Cost Proposal Spreadsheet Cost Proposal Narrative	No page limit
VOLUME IV - Contract Documentation	Cover letter Solicitation Fill-ins Small Business Participation OCI Mitigation Plan Pre-Award Survey (SF1408) Security Requirements (DD 254) Government Furnished Property	No page limit

3.1 VOLUME I - TECHNICAL (FACTOR 1)

3.1.1 Element A - Technical Approach

The submission of an offer constitutes unconditional acceptance to perform all of the tasks described in the SOW/PWS; therefore, Offeror's proposal need not address every single aspect of the SOW/PWS. Offeror shall describe its specific understanding, capability, experience, and technical approach with regards to the following requirements:

C.3.1 Shipboard Antenna Assessment

C.3.2 Shipboard Antenna Removal and Installation

C.3.3 Antenna Assessment and Overhaul

C.3.4 Antenna Reverse Engineering and Data Package Development

C.3.5 Design and Production

C.3.6 Documents, Logistics, Procurement and Inventory Support

C.3.7 Meeting Support

C.4 Task Order Management

C.5 Skills and Training

C.6 Other Direct Costs

Sample Problems

Shipboard Antenna Assessment

1. Sample Problem: The USS KIDD (DDG-100) has recently requested that the Naval Surface Warfare Center, Dahlgren to assess their AS-2867B antenna for functionality after a crane struck the antenna during onloading operations at the U.S. Naval Station Rota. The commanding officer and port engineer require this antenna assessment prior to deployment on the next leg of their mission.

Assumptions:

- Funding is available to cover all required costs,
- The USS KIDD is currently moored at Naval Station Rota,
- There are no restrictions on boarding the vessel or accessing the below-desk spaces required,
- Scaffolding has been installed on board the ship to access the antenna,
- All tools and RF equipment are available to perform the assessment.

Question: Describe in detail all activities, notional timelines, personnel and equipment required to plan, prepare and execute the assessment of the AS-2867B. Along with the previous details, include the types of data collected during the assessment to allow the decision of whether the AS-2867B should be replaced and/or repaired or is found to be acceptable. Provide as much detail as required to illustrate knowledge of US Navy Ships and processes governing administrative and engineering rigor.

Shipboard Antenna Removal and Installation

2. Sample Problem: After the USS KIDD's (DDG-100) assessment of the AS-2867B antenna, it was decided that the cost of repair or the risk of failure during their deployment exceeded the cost of replacement and that the antenna should be removed from the ship and a new AS-2867B antenna issued to be installed.

Assumptions:

- Funding is available to cover all required costs,
- Ship is located at Naval Station Rota.,
- A new AS-2867B antenna has been issued directly to the USS KIDD by Naval Supply System Command (NAVSUP) for installation and is awaiting onboard,
- There are no restrictions on boarding the vessel or accessing the below-desk spaces required,
- Scaffolding has been installed on board the ship to access the antenna,
- All tools and RF equipment are available to perform the removal and post installation assessment.

Question: Describe all activities, notional timelines, personnel and equipment required to plan, prepare and execute the removal of the damaged AS-2867B and the installation of the new antenna. In addition to the previous details, provide a detailed step-by-step description of the preferred lowering /lifting plan for the AS-2867B antenna along with any detailed alternate lowering/lifting plans should the need arise due to unplanned fleet force activities. Provide as much detail as required to illustrate knowledge of US Navy Ships and processes governing administrative and engineering rigor.

Antenna Assessment and Overhaul

3. Sample Problem: The USS KEARSARGE (LHD 3) has several antennas that have experienced years of harsh maritime conditions, resulting in significant corrosion and performance degradation. To extend their service life and reduce the need for costly replacements, Naval Sea Systems Command (NAVSEA) has authorized a full restoration of their AS-3202 antennas, which have been replaced with reconditioned antennas, and their degraded antennas have been turned into Naval Supply (NAVSUP).

Designated as the specialized depot maintenance facility for the AS-3202 antennas, NAVSUP has tasked the NSWCDD team to perform the following steps: Initial Inspection, Disassembly, Antenna/Part Services, Assembly, Final Acceptance Testing, and Weatherization. The restoration will be performed at the Dahlgren depot maintenance facility with support from external contractors through the Blanket Purchase Agreement (BPA) service purchasing process.

Assumptions:

- Funding is available to cover all required costs,
- Answer the question below for only one (1) AS-3202 antenna,
- All tools and RF equipment are available to perform the Assessment and Overhaul,
- The antenna will be delivered to NSWCDD for Assessment and Overhaul (shipping and packing not required),
- Once complete, the antennas will be delivered to NAVSUP to be placed into the Navy supply system.

Question: Describe in detail all activities, notional timelines, personnel requirements, and equipment needed to execute the complete restoration process for the antenna, encompassing Initial Inspection, Disassembly, Antenna/Part Services, Assembly, Final Acceptance Testing, and Weatherization. For each phase, specify the key steps, expected duration, required skills, and specific equipment used. Outline the quality control measures to ensure compliance with performance specifications at each stage. - Provide as much detail as required to illustrate knowledge of US Navy Ships and processes governing administrative and engineering rigor.

Antenna Reverse Engineering and Data Package Development

4. Sample Problem: Over the past several years, a replacement antenna has been developed through the program office to replace the AS-4127A antennas. The new antenna, never overhauled at the depot facility, has recently been provided for assessment and overhaul. Prior to the overhaul, the government has negotiated that time must be available to reverse engineer the antenna to understand the overhaul requirements, determine the manufacturer's required specifications, and generate the data package.

Assumptions:

- Funding is available
- Overhaul hardware may or may not be available,
- All tools and test equipment are available to perform initial work,
- The Original Equipment Manufacturer (OEM) is unwilling to provide a manufacturing data package beyond the specifications that the sponsor requested (operational frequency range, gain, installation control drawings),
- The reverse engineering effort should not be destructive to ensure this asset can be repaired at a later date.

Question: Describe the activities required to reverse engineer the antenna, notional timelines to reverse engineer the antenna and develop the data package suitable to support future overhauls of the antenna. - Provide as much detail as required to illustrate knowledge of antennas and processes governing administrative and engineering rigor.

Offeror should organize its technical approach by grouping together capability, understanding, experience, and approach by specific SOW/PWS requirements, and/or by sample problem if applicable. Offeror shall clearly demonstrate its ability to meet the requirements. Offeror shall provide explanatory details assuming that the Government has no prior knowledge of its facilities, capabilities, or experience. Offerors shall identify technical uncertainties and assumptions within the requirements and provide specific courses of action for their resolution. Offerors are encouraged to address any innovative approaches to meeting the requirements. Offeror shall not simply rephrase or restate the Government's requirements in the proposal. Proposals that merely reiterate the Government's own requirements shall be deemed unacceptable and thus ineligible for award. Offerors are cautioned that failure to provide the necessary information may result in its adjectival ratings being downgraded accordingly.

3.1.2 Element B - Management Approach

Offeror shall:

- Describe overall management approach including details about processes, tools, and other unique characteristics that demonstrate the ability to successfully manage this effort.

- Provide an organizational chart and describe the management structure addressing the roles and responsibilities of key personnel and the reporting lines of authority.

- Describe the approach to communication with Government and other stakeholders including details on status reports, meetings, and other forms of communication.

- Describe the quality control process including a discussion on how performance and deliverables will meet the Government's quality standards **in accordance with Attachment 03- QASP.**

- Describe the approach for monitoring and controlling costs during performance.

- Describe the approach for risk management including identification of risks and mitigation strategy.

- Describe the subcontractor team being proposed under this task order, the specific requirements anticipated to be subcontracted, the rationale for why these subcontractors were selected to perform this work, and the overall approach to subcontractor management.

- Describe a detailed plan of action addressing all required steps that need to be taken to fully assume responsibilities under this task order within a 90-day transition period. This plan shall identify measurable milestones for when actions will be completed. This plan shall address hiring, onboarding, and training of new personnel.

3.1.3 Element C - Personnel Approach

Staffing Plan. Offeror shall provide a staffing plan using the format provided in **Attachment 07 - Staffing Plan**. Offeror shall complete all of the information requested within the provided template. Offeror shall include all proposed personnel, including those of its subcontractors, necessary to perform all aspects of the SOW/PWS. Offeror shall propose staffing in accordance with the labor hours identified in Section B. Offeror shall propose staffing in accordance with **Attachment 04 - Labor Category Qualifications.**

Offeror shall preface the names of contingent hires with "Contingent -"; for example, "Contingent - Jane Doe." Offeror shall preface the names of key personnel with "Key -"; for example, "Key - Jane Doe." Offeror shall use "TBD" for non-key positions that do not have identified personnel. "TBD" may also be used for labor hours associated with surge or special study CLINs/SLINs, if such CLINs/SLINs are included in Section B.

Offeror shall provide a mapping of any company-specific labor categories it, or its subcontractors, proposes in the staffing plan to the corresponding Government Standard eCRAFT Labor Categories. Unless specified already by the Government, Offeror shall propose Standard eCRAFT Labor Categories based on the descriptions listed at: http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Labor-Categories/. For labor categories that provide for various levels (I, II, III, IV), Offeror shall select the level that best matches the proposed individual and company-specific labor category. For Service Contract Act (SCA) labor categories (if applicable), Offerors may propose an SCA labor category listed in the SCA Directory of Occupations at: http://www.dol.gov/whd/govcontracts/sca.htm.

Offeror shall propose a staffing plan in the technical volume that fully aligns with the staffing included in the cost proposal. Discrepancies between the proposed staffing identified in the technical and cost proposal may result in an identification of risk, a lowering of the adjectival rating in the technical proposal, and/or an upward adjustment to the proposed cost.

Staffing Plan Narrative: Offerors should attempt to minimize the number of proposed labor personnel for which candidates have not been identified. From a U.S. Government proposal evaluation perspective, proposal risk may increase with high levels of individuals proposed as TBD or contingent. Nevertheless, in the Staffing Plan narrative, Offeror may describe actions it has taken to mitigate the impact of these risks to the Government. For example, higher levels of education and relevant experience in a proposed workforce demonstrate a richer labor mix. Proposing a richer labor mix, in appropriate tasks under this order, may reduce the performance risk that the Government bears in accepting an Offeror's proposal. In this example, the Offeror may discuss the potential benefits of the richness of its proposed labor mix in the Staffing Plan narrative but should clearly describe how a richer labor mix in a task reduces the performance risk to the Government.

Key Personnel. Offeror shall provide one resume for each individual proposed to fulfill the positions identified as key personnel in accordance with **Attachment 04 - Labor Category Qualifications**. All key personnel positions shall identify a current employee or contingent hire to fulfil the role. Each resume shall demonstrate the key personnel's qualifications to complete the tasking for which person has been proposed to perform.

Offeror shall submit a current "letter of intent" (with salary information redacted) with all resumes supplied for contingent key personnel hires. The letter of intent does not count against page limitations and must be signed by the contingent hire employee and the Offeror.

Key personnel resumes shall include the following information:

- Name

- Key personnel position

- Security clearance level

- Citizenship

- Summary indicating how personnel qualifications are met (e.g., years of relevant experience)

- Chronology of education, training, and degrees/certifications held

- Chronology of work experience with emphasis on PWS related experience

Key personnel are deemed essential to the performance of this effort and cannot be replaced without prior Government approval in accordance with C-237-H002 SUBSTITUTION OF KEY PERSONNEL (OCT 2018). 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. Therefore, even if a proposed key personnel becomes unavailable to the Offeror between proposal submission and award, the Government will evaluate and make its award decision based on the qualifications listed on the proposed resume(s). When the Government awards a task order under those circumstances, the Government will require the awardee to use the qualifications listed on the relevant proposed key personnel resume as the basis for replacing the individual under C-237-H002 SUBSTITUTION OF KEY PERSONNEL (OCT 2018) during task order performance. The Offeror shall make no substitution of key personnel without prior notification to and concurrence of the Contracting Officer

3.2 VOLUME II - PAST PERFORMANCE (FACTOR 2)

Offeror shall provide all past performance information in accordance with Attachment 10 - Past Performance Reference. Offeror shall provide three past performance references, if available, which shall reflect recent experience performed within the last **three** years of the solicitation release date and that demonstrates experience relevant to the solicitation's PWS/SOW. In addition to these three past performance references, Offeror shall submit one additional past performance reference for each subcontractor proposed to perform more than **10%** of the total labor hours, if available. Offeror shall describe how the past performance references are relevant including details about how it is similar in scope and complexity to this solicitation's SOW/PWS.

3.3 VOLUME III - COST PROPOSAL (FACTOR 3)

3.3.1 Section B Pricing

Offeror shall submit Section B pricing for each priced CLIN/SLIN in the cost proposal spreadsheet **Attachment 08- Cost Summary**. The Section B pricing submitted in the completed solicitation (Volume IV) will take precedence should there be any discrepancies with any other pricing information submitted. As such, the resulting task order award will be made to the successful Offeror using their proposed Section B pricing.

3.3.2 Cost Proposal Spreadsheet

Offeror and their subcontractors shall each separately submit a cost proposal spreadsheet using the format set forth in Attachment 08 - Cost Summary. The cost proposal spreadsheet shall provide a detailed breakout of every single cost element proposed across each base and option year as applicable. The cost proposal spreadsheet shall include calculations in the cells showing all formulas used to calculate the values. Do not enter hard data where formulas were used to calculate the entered value.

The Offeror's cost proposal spreadsheet shall be overarching, encompassing all proposed costs inclusive of sanitized subcontractor costs, and it shall fully align with and support the proposed Section B pricing. Subcontractor's unsanitized cost proposal spreadsheets shall be submitted separately through the PIEE Solicitation Module in order to protect their proprietary information. Subcontractor cost proposals shall be received by the time and date specified for receipt of proposals specified in this solicitation.

Offeror shall provide a clear crosswalk of all company-specific labor categories to corresponding Government Standard eCRAFT Labor Categories. Unless specified already by the Government, Offeror shall propose Standard eCRAFT Labor Categories based on the descriptions listed at: http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Labor-Categories/. For labor categories that provide for various levels (I, II, III, IV), Offeror shall select the level that best matches the proposed individual and company-specific labor category. For Service Contract Act (SCA) labor categories (if applicable), Offerors may propose an SCA labor category listed in the SCA Directory of Occupations at http://www.dol.gov/whd/govcontracts/sca.htm.

3.3.3 Cost Proposal Narrative

Offeror shall provide a cost proposal narrative that fully substantiates the reasonableness and realism of the proposed costs. The cost proposal narrative shall fully align with and support the proposed Section B pricing. The cost proposal narrative shall fully corroborate every cost element that is proposed. Providing insufficient information to substantiate the reasonableness and realism of the proposed costs may result in the identification of a risk, an upward cost adjustment, and/or in the offer no longer being considered eligible for award.

Offeror shall propose realistic costs within its proposal. Offeror bears the sole responsibility to demonstrate that its proposed costs are realistic within its proposal. Offeror is advised that proposing unrealistically lower costs without substantial justification will be an indication that the Offeror does not have a clear understanding of the requirements or does not have the requisite capability to support the effort. Any inconsistency between promised performance in the technical proposal (e.g. Volume 1 - Technical) and the proposed cost must be explained in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the nature and scope of the work required and may adversely impact the evaluation of the Offeror's proposal.

The cost proposal narrative shall address:

Subcontractors. Offeror shall describe the contract type proposed for each subcontractor and rationale for why the chosen contract type is most appropriate. In particular, Offeror shall demonstrate the suitability of any Time-and-Materials or fixed price contract types (e.g. FFP, FFP LOE, etc.) and describe how the Government will be billed throughout the performance of this requirement. Offeror shall demonstrate that their subcontractors have the necessary business systems to perform the contract types being proposed. Offeror shall conduct appropriate cost or price analysis to establish the reasonableness of the proposed subcontract prices and include the results of these analyses within its cost proposal narrative, in accordance with FAR 15.404-3(b).

All subcontractors shall submit cost proposal narratives in order to fully substantiate the reasonableness and realism of their proposed costs. Subcontractors that are proposed on cost reimbursement basis shall provide the same level of information as required from the Offeror to substantiate their own costs within their cost proposal narratives. Subcontractors that are proposed on a Time-and-Materials or fixed price basis (e.g. FFP, FFP LOE, etc.) are not required to provide the same level details as required under cost reimbursable proposals, but shall still provide an itemized breakout of pricing that is customary with the contract type proposed. Subcontractor unsanitized cost proposal narratives shall be submitted separately through the PIEE Solicitation Module in order to protect their proprietary information. Subcontractor cost proposals shall be received by the time and date specified for receipt of proposals specified in this solicitation.

Labor hours. Offeror shall propose the labor hours exactly as specified in Section B, and shall demonstrate overall adherence to the Section B labor hours. The labor hours shall include both the Offeror and subcontractor labor hours, if applicable.

Direct labor rates. Offeror and cost reimbursement subcontractors shall describe the basis of estimate for each direct labor rate proposed and provide substantiating information that fully corroborates each direct labor rate proposed. The basis of estimate must state the current geographical location of the personnel associated with each direct labor rate at the time of proposal submission. The Government reserves the right, at its discretion, to adjust direct labor rates upward in its cost realism evaluation to reflect prevailing rates in the performance location, regardless of personnel's intent to relocate, telework, or [other circumstances].

For each current employee named in the cost proposal spreadsheet, Offeror and cost reimbursement subcontractors shall provide a screenshot that captures pertinent information from the employer's payroll system, incurred within the last three months preceding release of this solicitation. Payroll screenshots shall not contain any personally identifiable information, such as, social security numbers, date and place of birth, etc. Cost proposal narratives shall fully explain all pertinent data on a screenshot. 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 payroll screenshot. Alternatively, Offeror and cost reimbursement subcontractors may provide payroll verification instead of payroll screenshots. Payroll verification shall consist of a form containing the named personnel, proposed labor category, direct labor rate, description of current position, and a signed certification by an authorized representative of the company that the information contained in the form is correct and current within the last three months preceding release of this solicitation. This supporting direct labor rate information shall clearly map to individual direct labor rates included within the cost proposal spreadsheet.

For each contingent hire in the cost proposal spreadsheet, Offeror and cost reimbursement subcontractors shall clearly indicate named contingent hires and 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 cost proposal narrative shall fully explain all pertinent data about the letter of intent. 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 letter of intent information.

For any proposed position for which a specific candidate has not been identified, Offerors and cost-reimbursement subcontractors must provide supporting documentation to justify the estimated cost. If a comparable position with available payroll data exists, provide that data and a detailed analysis explaining how the comparable position aligns with the proposed position. If no comparable position exists, provide alternative cost data and a detailed basis of estimate that supports the proposed cost estimate for the position.

Surge and Special Studies. Offeror shall propose surge and special studies CLINs/SLINs in accordance with Section B if applicable. All surge and special studies CLINs/SLINs shall be proposed utilizing the composite rate for all non-surge and special studies labor in the appropriate year. The following is an example of how to calculate the hourly surge and special studies rate and dollars:

Base Year Surge Hourly Rate = Base Year Labor (excluding fee)/Base Year Hours

Base Year Surge Dollars = Base Year Surge Hourly Rate * Base Year Surge Hours

Base Year Surge Fixed Fee = Base Year Surge Dollars * Proposed Fixed Fee Percentage

Service Contract Act (SCA) Wage Determinations. Offeror shall propose rates no lower than the minimums listed in SCA Wage Determinations current as of the date of the proposal. Current SCA Wage Determinations can be found at https://sam.gov/content/wage-determinations.

Uncompensated Overtime. Any uncompensated overtime proposed shall be in accordance with FAR 52.237-10, IDENTIFICATION OF UNCOMPENSATED OVERTIME. For any Offeror and/or subcontractors that proposes uncompensated overtime, Offeror and/or subcontractor shall ensure compliance with the following. Describe the company's uncompensated overtime policies and include a copy of its policy addressing uncompensated overtime. Describe the uncompensated overtime being proposed along with an explanation of how it will be used in performance of this requirement and why it is necessary. Describe how the adjusted hourly rate was derived while clearly demonstrating the reasonableness and realism. Describe the company's historical levels of uncompensated overtime incurred previously and provide substantiating historical data that corroborates the adjusted hourly rates proposed.

Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Recommendation (FPRR). Offeror and cost reimbursement subcontractors shall indicate whether an FPRA or FPRR has been established for their company and the extent it was used in establishing proposed costs. If an FPRA /FPRR exists, a copy shall be provided within the cost proposal narrative.

Escalation. The below table reflects minimum escalation rates. Offeror may propose escalation that deviates from these minimum escalation rates; however, the Government reserves the right to make upward cost realism adjustments using these minimum escalation rates, unless proposed escalation rates are fully supported by an approved FPRA.

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Minimum Escalation Rate	2.63%	2.71%	2.76%	3.11%	3.12%

Indirect Rates. Offeror and cost reimbursement subcontractors shall describe its proposed indirect rates, basis of estimate, and calculation methodologies. Offeror and cost reimbursement subcontractors shall provide the three most recent years of incurred actuals for each proposed indirect rate, any provisional billing rates available, also indicating the beginning and end dates for each fiscal year. *NOTE: Offerors shall not rely on any Forward Pricing Rate Proposal to provide any form of cost realism substantiation. Additionally, Provisional Billing Rates (PBRs) are for billing purposes only and should not be used for cost /price proposals. Offerors are cautioned not to rely on these submissions (FPRPs & PBRs), which lack meaningful Government review, as sufficient to demonstrate the realism of its proposed rates.*

This history shall include the most recently completed fiscal year even if the rates are considered preliminary and have not been submitted to DCAA for audit. The Offeror shall note whether the actual rates have been audited by DCAA or any other independent organization; specifically state which indirect rates have been finalized by DCAA/DCMA. If proposed rates are below historical rates, the cost narrative shall include an explanation along with supporting information to corroborate why the proposed indirect rates that are lower than historical rates. If a cap on any of the indirect rates is being proposed, the cost narrative shall identify each capped rate and shall propose legally binding verbiage, which can be included in the resultant task order award subject to Government acceptance.

Maximum Pass-Through and Fee Rates. Offeror shall ensure its proposal is in compliance with the "Maximum Pass Through Rate" and "Maximum Profit/Fee Rate" requirements contained within its basic IDIQ MAC. Any proposed rate that exceeds these maximum rate requirements may render the proposal unacceptable, and thus ineligible for award. Fee becomes a fixed dollar amount at the time of task order award and is subject to the associated fee payment clauses in Section B. Offeror's proposed fee rate shall represent the maximum fee rate applicable to its subcontractors under this effort.

The Government also strongly encourages the Offeror to eliminate "double pass-thru" costs by avoiding second tier subcontractors/consultants during performance and, where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of: (1) The Offeror's pass-thru rate under their IDIQ MAC, or (2) The subcontractor's pass-thru rate under their IDIQ MAC, if applicable.

Other Direct Costs (ODCs). Offeror shall propose ODCs in accordance with below table. The below table reflects Government estimated ODCs, which include travel and incidental material costs only. The estimated ODCs do not account for any company specific burdens such as material handling or G&A. Offeror shall propose all applicable burdens in accordance with its disclosure statements.

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Travel	$408,022	$418,753	$429,767	$441,069	$452,670
Materials	$1,181,380	$1,186,342	$1,191,324	$1,196,328	$1,201,353
Surge ODCs	$331,174	$334,447	$337,784	$341,186	$344,654

In order for any additional expenses to be allowed as a direct charge under the resulting task order, it must be identified and described within the cost proposal narrative and be reflected in the Section B pricing. For example, the ODC estimates do not include facility related costs since these are typically treated as an indirect cost; however, if the Offeror proposes to direct charge facility costs, Offeror shall propose such cost separately from the ODC estimate, provide a basis of estimate, rationale for direct charging such cost, and explain how the direct cost will be properly allocated to this requirement. ODCs are not subject to fee. Reimbursement for travel will be in accordance with the Joint Travel Regulation (JTR) and B-231-H001 TRAVEL COSTS (NAVSEA) (OCT 2018).

3.4 VOLUME IV - CONTRACT DOCUMENTATION

3.4.1. Cover Letter.

Offeror and subcontractors shall provide a cover letter with the following information:

- Solicitation number;

- Company name, SeaPort NxG MAC IDIQ number, CAGE code, Unique Entity ID (UEI), address, e-mail address, and telephone number;

- A statement confirming agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

- A statement that the proposal is valid through **485** calendar days from the date specified for receipt of proposals;

- Names, titles, telephone numbers, and e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;

- DCAA and DCMA office POC, including branch location, contact name, telephone number and e-mail address;

- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office. The Offeror's signature on their proposal indicates the company will meet all requirements of the SOW/PWS, without exception; and

- Identify all enclosures being transmitted as part of the Offeror's proposal.

- If an Offeror believes no organizational conflict(s) of interest exists, an affirmative statement that no such conflict exists shall be included in the cover letter.

3.4.2 Solicitation Fill-ins.

Offeror shall complete all solicitation fill-Ins, including Section B CLIN pricing using the latest amended solicitation version and provide a copy within Volume IV.

3.4.3 Small Business Participation.

The North American Industry Classification (NAICS) code applicable to this solicitation is 541330. Therefore, companies proposing as a subcontractor under this solicitation as a small business concern must have had an average annual receipt over its five previous fiscal years that was less than $47,000,000. Companies proposed as a small business concern shall meet this size standard as of the date of the proposal submission under this solicitation.

Offeror shall demonstrate how it will provide at least **20%** of the proposed total estimated amount of the task order to small business concerns. Offeror shall provide sufficient information to demonstrate that the tasks assigned to the selected small business subcontractors are meaningful in the overall success of the program. The approach shall address use of Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, Hub Zone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service-Disabled Veteran-Owned Small Business Concerns.

3.4.4 Organizational Conflict of Interest (OCI) Mitigation Plan.

Offeror's OCI Mitigation Plan shall be provided in Volume IV. In accordance with the "C.14 ORGANIZATIONAL CONFLICT OF INTEREST" clause within the SeaPort-NxG IDIQ MAC, Offeror shall identify any and all conflicts of interest or potential conflicts of interest related to this solicitation. Offerors shall follow the below described two-step process for identifying known or potential OCI issues to the Government for this solicitation.

Step 1: If it is believed that conflicts of interest are real, possible, or perceived, the contractor shall submit a letter within fourteen (14) days of the release of the solicitation identifying those OCI issues and the strategy that the Offeror intends to use for mitigation. This letter will be for notification purposes only, for the Government to conduct any research, and no determination will be made by the Government at that time. If no OCI issues are present or anticipated, no action is required of the Offeror within this window.

Step 2: Offerors shall submit a statement in affirmation or negation whether they have an OCI conflict regarding this solicitation. If OCI issues are present or anticipated, Offerors shall provide details and submit an OCI mitigation plan and its corporate policy for resolving as part of their proposal submission. If it is believed that no conflicts of interest exist, then the Offeror shall clearly state this, in addition to providing their corporate policy for resolving OCIs. Organizational charts and/or corporate policy are authorized to be submitted in addition to the OCI Mitigation Plan and do not count toward any page limitation.

Award will only be made to an Offeror, including all subcontractors, that has no organizational conflict of interest as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan in accordance with L-209-H009 herein. Failure by an Offeror to disclose a potential OCI or to submit an OCI mitigation plan with its proposal may render itself no longer being considered for award.

3.4.5 Pre-Award Survey (SF1408).

Offeror and cost reimbursement subcontractors shall assert whether it has a DCAA approved accounting system and provide the date it was approved. If the Offeror or any cost reimbursement subcontractors do not have an approved accounting system, then an SF1408 Pre-Award Survey shall be completed. Offeror is solely responsible for verifying that subcontractors proposed on a cost reimbursement basis have either an approved accounting system or have submitted the SF1408 as part of the subcontractor's proposal. An SF1408 does not need to be submitted for companies that already have an approved accounting system. A copy of the SF1408 is at https://www.gsa.gov/Forms/TrackForm/32838.

3.4.6 Security Requirements.

Security requirements associated with this effort have been identified **in Attachment 02 - DD254.** Offeror shall demonstrate the ability to meet the facility clearance and safeguarding capability requirements identified in the attached DD254, in section C.8.1(a) and personnel clearances in section C.

8.1(b). The facility clearance requirement must be met at the time of proposal submission. The requirements of this solicitation relate to issues of national security which require the highest possible reliability for those security requirements identified. The risk of unsuccessful performance if an Offeror does not meet these requirements is so great that the Government requires evidence that these requirements be met upon proposal submission. Describe the plan to implement the required safeguarding and personnel security clearances during the transition period so that service is not interrupted. The supporting documents must be sufficient to allow the Government's verification that the Offeror meets the facility clearance requirements at proposal submission. In addition, the proposal shall address that all of the facility and safeguarding clearance requirements will be maintained throughout the life of the Task Order.

3.4.7 Government Furnished Property (GFP).

GFP associated with this effort has been identified in **Attachment 06- GFP**. Offeror shall describe its plan for managing this GFP in accordance with FAR 52.245-1 "Government Property" and DFARS 252.245-7005 "Management and Reporting of Government Property". Alternatively, Offeror may provide proof that its Property Management System is currently approved by DCMA. Offeror shall address L-245-H001 "AVAILABILITY OF GOVERNMENT PROPERTY" and L-245-H002 "INSTRUCTIONS REGARDING GOVERNMENT PROPERTY" requirements, if applicable.

3.4.8 Cybersecurity Maturity Model Certification **(**CMMC) unique identifier(s) (UIDs)

The Offeror shall provide the CMMC UIDs issued by the Supplier Performance Risk system (SPRS), in accordance with DFARS 252.204-7025(d), for each contractor information system that will process, store, or transmit Federal Contract Information (FCI) or Controlled Unclassified Information (CUI) during performance of a contract, task order, or delivery order resulting from this solicitation.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation)	Feb 2026		
52.204-22	Alternative Line Item Proposal.	Jan 2017		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	Feb 2026		
52.215-16	Facilities Capital Cost of Money.	Jun 2003		
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort. (Deviation)	Feb 2026		
52.233-2	Service of Protest. (Deviation)	Feb 2026		
52.237-10	Identification of Uncompensated Overtime.	Mar 2015		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.215-7016	Notification to Offerors-Postaward Debriefings.	Oct 2025		
252.225-7003	Report of Intended Performance Outside the United States	Oct 2025		
252.239-7098	Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites - Representation (Deviation 2021-O0003)	Apr 2021	Deviation 2021-O0003	Apr 2021

FAR Clauses Incorporated by Full Text

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (Apr 2008)

Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.216-1 Type of Contract. (Deviation) (Feb 2026)

Type of Contract (Feb 2026) (Deviation)

The Government contemplates award of a Cost-Plus-Fixed-Fee for Labor CLINS (6000, 6001, 6100, 6101, 6200, 6201, 6300, 6301, 6400, 6401), Cost only for ODC CLINS (7000, 7001, 7100, 7101, 7200, 7201, 7300, 7301, 7400, 7401), and Not Separately Priced (NSP) Data CLINs (8099, 8199, 8299, 8399, 8499) Level of Effort contract resulting from this solicitation.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: *CMMC Level 2 (C3PAO)*. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

252.215-7008 Only One Offer. (Dec 2022)

ONLY ONE OFFER (DEC 2022)

(a) *Cost or pricing data requirements*. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) *Canadian Commercial Corporation*. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable ____[*U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification*].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) *Subcontracts*. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

252.215-7009 Proposal Adequacy Checklist. (Mar 2023)

PROPOSAL ADEQUACY CHECKLIST (MAR 2023)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

	REFERENCES	SUBMISSIONITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
		GENERAL INSTRUCTIONS		
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?	____	____
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.	____	____
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting		

		Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?	═══	═══
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as- (1) Vendor quotations;(2) Nonrecurring costs;(3) Information on changes in production methods and in production or purchasing volume;(4) Data supporting projections of business prospects and objectives and related operations costs;(5) Unit-cost trends such as those associated with labor efficiency;(6) Make-or-buy decisions;(7) Estimated resources to attain business goals; and(8) Information on management decisions that could have a significant bearing on costs.	═══	═══
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?	═══	═══
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)	═══	═══
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?	═══	═══
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?	═══	═══
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?	═══	═══
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)	═══	═══
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?	═══	═══
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?	═══	═══
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?	═══	═══
		COST ELEMENTS		
		MATERIALS AND SERVICES		
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for		

		pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.	___	___
		SUBCONTRACTS (Purchased materials or services)		
15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?	___	___
16.	FAR 15.404-3(c)FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?	___	___
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price /cost analysis?	___	___
		EXCEPTIONS TO CERTIFIED COST OR PRICING DATA		
18.	FAR 52.215-20, FAR 2.101, "commercial product" or "commercial service"	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial products or commercial services proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial product or commercial service claim (FAR 2.101 "commercial product" or "commercial service" definition), and the basis on which the commercial product or commercial service meets the definition? b. For modified commercial products (FAR 2.101 "commercial product" definition); did the offeror classify the modification(s) as either- i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)? c. For proposed commercial products "of a type", or "evolved" or modified (FAR 2.101 "commercial product" definition), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?	___	___
19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?	___	___
		INTERORGANIZATIONAL TRANSFERS		
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?	___	___
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that	___	___

		supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
		DIRECT LABOR		
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.	═══	═══
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?	═══	═══
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?	═══	═══
		INDIRECT COSTS		
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)	═══	═══
		OTHER COSTS		
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?	═══	═══
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed $1,500 does the proposal provide the information/data identified by Table 15-2?	═══	═══
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?	═══	═══
		FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES		
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)	═══	═══
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?	═══	═══
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?	═══	═══
		OTHER		
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum /maximum fee, ceiling price?	═══	═══
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?	═══	═══

35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28?	___	___
36.	FAR 15.408(n)FAR 52.215-22FAR 52.215-23	Excessive Pass-through Charges- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?	___	___

(End of provision)

252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Alternate I) (May 2024) Alternate I (Aug 2024)

Alternate I. As prescribed in 215.408(5)(i) and (5)(i)(B), use the following provision, which includes different paragraphs (c)(1) and (d)(3) than the basic clause.

REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-ALTERNATE I (AUG 2024)

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

"Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

"Non-Government sales" means sales of the supplies or services to non-Governmental entities for purposes other than governmental purposes.

"Relevant sales data" means information provided by an offeror on sales of the same or similar items that can be used to establish price reasonableness taking into consideration the age, volume, and nature of the transactions (including any related discounts, refunds, rebates, offsets, or other adjustments).

"Sufficient non-Government sales" means relevant sales data that reflects market pricing and contains enough information to make adjustments covered by Federal Acquisition Regulation (FAR) 15.404-1(b)(2)(ii)(B).

"Uncertified cost data" means the subset of "data other than certified cost or pricing data" (see FAR 2.101) that relates to cost.

(b) *Exceptions from certified cost or pricing data*.

(1) In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in paragraphs (b)(1)(i) and (ii) of this provision. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted and whether the price is fair and reasonable.

(i) *Exception for price set by law or regulation - Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial product or commercial service exception*. For a commercial product or commercial service exception, the Offeror shall submit, at a minimum, information that is adequate for determining commerciality and evaluating the reasonableness of the price for this acquisition, including prices at which the same product or service or similar products or services have been sold in the commercial market. Such information shall include-

(A) For products or services previously determined to be commercial, the contract number and military department, defense agency, or other DoD component that rendered such determination, and if available, a Government point of contact;

(B) For subsystems of a major weapon system and components and spare parts of a major weapon system or subsystem of a major weapon system that have not previously been determined to be commercial-

(*1*) The comparable commercial product the Offeror sells to the general public or nongovernmental entities;

(*2*) A comparison between the physical characteristics and functionality of the comparable commercial product and the subsystem, component, or spare part, including-

(*i*) For products under paragraph (3)(i) of the "commercial product" definition at FAR 2.101, a description of the modification and documentation to support that the modification is customarily available in the marketplace; or

(*ii*) For products under paragraph (3)(ii) of the "commercial product" definition at FAR 2.101, a detailed description of the modification and detailed technical data to demonstrate that the modification is minor (e.g., information on production processes and material differences); and

(*3*) The national stock number (NSN) for the comparable commercial product, if one is assigned, and the NSN for the subsystem, component, or spare part; or

(*4*) If the Offeror does not sell a comparable commercial product to the general public or nongovernmental entities for purposes other than government purposes, the Offeror shall-

(*i*) Notify the Contracting Officer in writing that it does not sell such a comparable product; and

(*ii*) Provide the Contracting Officer with a comparison of the physical characteristics and functionality of the most comparable commercial product in the commercial market.

(C) For items priced based on a catalog-

(*1*) A copy of or identification of the Offeror's current catalog showing the price for that item; and

(*2*) If the catalog pricing provided with this proposal is not consistent with all relevant sales data, a detailed description of differences or inconsistencies between or among the relevant sales data, the proposed price, and the catalog price (including any related discounts, refunds, rebates, offsets, or other adjustments);

(D) For items priced based on market pricing, a description of the nature of the commercial market, the methodology used to establish a market price, and all relevant sales data. The description shall be adequate to permit DoD to verify the accuracy of the description;

(E) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item; or

(F) For items provided by nontraditional defense contractors, a statement that the entity is not currently performing and has not performed, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and to determine the reasonableness of price.

(c) *Requirements for certified cost or pricing data*. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Offeror shall submit certified cost or pricing data and supporting attachments in the following format: ____*[Insert description of the data and format that are required, and include access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.408, Table 15-2, Note 2. The Contracting Officer shall insert the description at the time of issuing the solicitation or specify that the format regularly maintained by the offeror or prospective subcontractor in its business operations will be acceptable. The Contracting Officer may amend the description as the result of negotiations.]*

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

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

(d) *Requirements for data other than certified cost or pricing data*.

(1) Data other than certified cost or pricing data submitted in accordance with this provision shall include all data necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in Defense Federal Acquisition Regulation Supplement (DFARS) 215.402(a)(i), 215.404-1(b), and 234.7002(e).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Offeror or prospective subcontractor in its business operations.

(3) If the Offeror redacts data that identifies the customer (see DFARS 234.7002(e)(2)), then the Offeror shall include, for each sale, the following signed statement with the data submitted:

"By submission of this data, the Offeror ____*[Offeror insert company name]* certifies that the customer was ____*[Offeror insert one or more of the following as applicable: a government customer (e.g., Federal, state, local, or foreign government); a commercial customer purchasing the same or similar product for governmental purposes; or a commercial customer purchasing the same or similar product for a commercial, mixed, or unknown purpose]."

(4) The Offeror shall provide information described as follows: *[Insert description of the data and the format that are required, including access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3 or DFARS 234.7002(e)]*.

(5) Within 10 days of a written request from the Contracting Officer for additional information to support proposal analysis, the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(6) *Subcontract price evaluation*.

(i) Offerors shall obtain from subcontractors the information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost information may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Offeror relies on relevant sales data for similar items to determine the price is reasonable, the Offeror shall obtain only that technical information necessary-

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented.

(e) *Subcontracts*. The Offeror shall insert the substance of this provision, including this paragraph (e), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. The Offeror shall require prospective subcontractors to adhere to the requirements of-

(1) Paragraph (c) and (d) of this provision for subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4; and

(2) Paragraph (d) of this provision for subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section M - Evaluation Factors for Award

SECTION M - EVALUATION FACTORS FOR AWARD

1.0 GENERAL

In accordance with the SeaPort-NxG basic IDIQ MAC Paragraph C.8.2. Competitive Ordering Process, a task order award will be made to the responsible Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in this solicitation. Notwithstanding any FAR Part 15 references contained herein, this procurement is being conducted under the "fair opportunity" requirements of FAR subpart 16.505.

The proposal must comply in all material respects with the requirements of the law, regulation, and all requirements set forth in this solicitation and in the SeaPort-NxG basic IDIQ MAC. A proposal that fails to meet any material requirement will render the proposal ineligible for award and it will be excluded from further consideration.

The Government intends to evaluate proposals and award based upon initial offers; therefore, Offeror's initial proposal should contain the best terms from a cost and technical standpoint. The Government reserves the right to award a task order without discussions with respective Offerors. The Government may conduct discussions if deemed in its best interest. The Government anticipates a single task order award resulting from this solicitation; however, the Government reserves the right to award more than one or no task order depending on the quality of the proposals received and the availability of funds.

The following terms and definitions will be used for the technical proposal evaluations:

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.

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.

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.

Significant Strength is an aspect of the 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.

2.0 BASIS FOR AWARD

The award decision will be determined based on the Government's evaluation of each Offeror's proposal against the evaluation factors identified within this solicitation. Award will be made to the responsible Offeror whose proposal demonstrates the best value to the Government based on the evaluation factors. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. A tradeoff analysis may be used when it is in the best interest of the Government to consider award to other than the lowest total evaluated cost Offeror or other than the highest technically rated Offeror. The comparison will trade off differences in technical capability based on the non-cost factors and total evaluated cost. If one Offeror has both the better technical capability and the lower total evaluated cost, then that Offeror will be the better value. If one Offeror has the better technical capability and a higher total evaluated cost, the Government will decide whether the difference in technical capability is worth the difference in price. If it is determined that the difference in technical capability is worth the difference in price, then the more capable, higher-priced Offeror will be the better value. If not, then the less capable, lower-priced Offeror will be the better value. In order to be eligible for award, a proposal shall, at a minimum, meet the requirements of the Solicitation and demonstrate an adequate approach and understanding of the requirements. Accordingly, an offeror must receive an adjectival rating of "Acceptable" or higher under Factor 1 in order to be eligible for award.

3.0 RELATIVE IMPORTANCE OF EVALUATION FACTORS

The Government will evaluate each Offeror's proposal in accordance with the evaluation factors to determine the best value proposal. The evaluation factors represent key areas of importance to be considered in the source selection decision. The factors and associated elements have been chosen to support meaningful discrimination between competing proposals.

Factor	**Elements**
1. Technical	A. Technical Approach
	B. Management Approach

	C. Personnel Approach
2. Past Performance	None
3. Cost Proposal	None

The relative importance of the evaluation factors is as follows. Factor 1 is more important than Factor 2. Factor 2 is either Acceptable or Unacceptable. Factors 1 and 2, when combined, are significantly more important than Factor 3.

The degree of importance of Factor 3 will increase with the degree of equality of the proposals in relation to the non-cost factors on which selection is to be based, or when the evaluated cost delta between Offerors is so significant as to diminish the value of the superiority of the non-cost factors.

Within Factor 1, the solicitation specifies a set of elements. Elements serve as a means of organizing the proposal structure and streamlining the evaluation process. The Government will not assign ratings to individual elements. The elements are not individually weighted and will be evaluated as a whole under Factor 1.

4.0 DESCRIPTION OF EVALUATION FACTORS

Factor 1: Technical (Volume I)

Element A - Technical Approach. The Government will evaluate the extent to which the proposal demonstrates specific understanding, capability, and experience to successfully perform the requirements, and the soundness of the proposed technical approach.

Element B - Management Approach. The Government will evaluate the extent to which the proposal demonstrates an effective management organization with the capability, processes, and tools to successfully perform the requirements and ensure the highest quality deliverables, communication, cost management, risk management, and subcontractor management. The Government will evaluate the extent to which the proposal demonstrates a thorough and realistic approach for efficiently and effectively assuming responsibility over requirements while minimizing risk of performance disruption.

Element C - Personnel Approach. The Government will evaluate the extent to which the staffing plan addresses the labor hours identified in Section B and proposed personnel are able to perform all aspects of the SOW/PWS. The Government will evaluate the extent to which the proposal demonstrates a staffing plan and key personnel that are qualified, experienced, and suitable for performing the requirements.

Adjectival Rating Description. The Government will assign an adjectival rating for Factor 1 in accordance with the below adjectival rating table. Elements will not be separately rated.

Adjectival 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.

Factor 2: Past Performance (Volume II)

The Past Performance factor will be rated on an Acceptable/Unacceptable basis. The Government will use information provided by the Offeror, as well as any other information deemed necessary as noted in Section L 3.2 to assess the Offeror's ability to meet the solicitation requirements. This assessment will be based on a demonstrated record of past performance, taking into consideration the recency and relevancy of the past performance data. The Government may also evaluate the past performance of an Offeror's proposed subcontractors. In the evaluation of an Offeror's past performance, the Government reserves the right to contact former customers, Government agencies and other private and public sources of information.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability /unacceptability, unknown past performance shall be considered acceptable. The evaluation will include information provided by the Offeror demonstrating compliance with the requirements of FAR 52.219-8 and 52.219-9. The Government reserves the right to not perform a past performance evaluation on any Offeror that is assigned an "Unacceptable" or "Marginal" adjectival rating under Factor 1 - Technical.

Factor 2: Acceptability Ratings

In assessing the Past Performance factor, the Government will apply the following definitions of acceptable or unacceptable:

Acceptable - Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown.

Unacceptable - Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

Factor 3: Cost Proposal (Volume III)

The Government will perform a cost realism analysis of the cost proposal. The Government will evaluate the proposed cost elements to determine whether they are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the technical proposal (e.g. Volume 1 - Technical). The Government will determine the probable cost of performance by calculating the total evaluated cost for the entire cost proposal. The total evaluated cost is the sum of the realistic costs for all priced CLINs/SLINs inclusive of options and proposed fees. The total evaluated cost is determined by upwardly adjusting proposed costs to reflect more realistic levels based on the cost realism substantiating data, unless otherwise stated in Section L. The total evaluated cost may differ from the proposed cost and will reflect the Government's best estimate of the cost of actual performance in contract execution. The total evaluated cost will be used for purposes of evaluation to determine the best value.

The Government will evaluate whether the proposed costs are unrealistically low and the Government will make upward adjustments to those proposed costs that it determines in its judgement to be unrealistically low. Proposals with unrealistically low, unsupported, or costs inconsistent with the technical volume may be deemed reflective of an inherent lack of technical competence or a lack of understanding of the complexity of the work. This may result in the following:

- The assignment of a risk, weakness, and/or deficiency against the Technical Volume.

- The assignment of a cost risk against the Cost Volume.

The Government will not evaluate whether proposed cost elements are unrealistically high in a competitive environment since the fundamental purpose of a cost realism analysis is to guard the Government against any unrealistic claims of cost savings.

The Government reserves the right to use information other than the information provided in the cost proposal in order to perform cost realism analysis and develop the total evaluated cost. This may include, but not limited to, information from DCMA or DCAA, independent government cost estimates, salary databases or websites, invoices, aggregated cost data, historical data, etc. The Government also reserves the right to limit or expand its evaluation of the cost proposal to include technical analysis, unbalanced pricing analysis, cost analysis, and/or price analysis using the methods authorized under FAR 15.404-1.

The Government reserves the right to limit cost realism analysis to only those Offerors that represent the most likely candidates for award and not make any cost realism adjustments to those Offeror's cost proposals that are high cost and have inferior adjectival ratings under Factor 1 - Technical. The Government reserves the right to not perform a cost realism analysis on any Offeror that is assigned an "Unacceptable" or "Marginal" adjectival rating under Factor 1 - Technical. The Government reserves the right to not perform cost realism analysis on subcontractor proposals that reflect less than **10%** of the total labor hours. The Government will not perform cost realism analysis on subcontractor proposals that are proposed on a Time-and-Materials or fixed priced basis (e.g. FFP, FFP LOE, etc.).

5.0 CONTRACT DOCUMENTATION (VOLUME IV)

The Government will evaluate the submitted contract documentation on a pass/fail basis to verify compliance with all requirements. If the Offeror has failed to meet any of the pass/fail requirements, the proposal is ineligible for award and will be eliminated from further consideration. The Government may waive minor oversights and irregularities in the submitted contract documentation provided that they are considered immaterial in its judgment. The Government reserves the right to not evaluate other proposal volumes I-III (Factors 1-3) if Offeror has failed to meet the requirements under Volume IV.