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

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	N6600126R3608	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	26 May 2026	

7. ISSUED BY CODE N66001

NIWC PACIFIC
53560 HULL STREET, SAN DIEGO CA 92152-5001
SAN DIEGO, CA 92152-5001
UNITED STATES
Ashleigh Becker, Email: ashleigh.n.becker.civ@us.navy.mil Telephone: 619-553-2244

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

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

SOLICITATION

9. Sealed offers in original and _____ 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 _____ until 10:00 AM *(Hour)* local time 29 Jun 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	
	Ashleigh Becker	619	553-2244		ashleigh.n.becker.civ@us.navy.m

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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

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

Command and Control Experimentation (C2X) and Modernization Software Engineering Services for Future Naval Operations

*This requirement is for SEAPORT CONTRACT HOLDERS ONLY. Please include your Seaport Contract Number in any correspondence with the Government.

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Base - Services IAW SOW Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
0002	Base - ODC				
0003	Base - CDRLs				
Option Line Item 1001	Option Year One - Services IAW SOW Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 1002	Option Year One - ODC				
Option Line Item 1003	Option Year One - CDRLs				
Option Line Item 2001	Option Year Two - Services IAW SOW Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 2002	Option Year Two - ODC				
Option Line Item 2003	Option Year Two - CDRLs				

Option Line Item 3001	Option Year Three - Services IAW SOW Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 3002	Option Year Three - ODC				
Option Line Item 3003	Option Year Three - CDRLs				
Option Line Item 4001	Option Year Four - Services IAW SOW Pricing Arrangement: Cost Plus Fixed Fee	1	Lot		
Option Line Item 4002	Option Year Four - ODC				
Option Line Item 4003	Option Year Four - CDRLs				

Additional Regulation or Supplemental Clauses Incorporated by Full Text

B-216-PAC003 Allotment of Funds (Feb 2025)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for the payment of fee, in accordance with FAR 52.216-8 "Fixed Fee," are as follows:

[under "Items" insert the contract line item number that are incrementally funded and under "Allotted to Fixed Fee" insert the amount of incremental funding allocated to fixed fee]

ITEM(S) ALLOTTED TO FIXED FEE

_____ $ _____

(c) The amounts presently available and allotted to this contract for payment of cost, in accordance with FAR 52.232-22 "Limitation of Funds," the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S) ALLOTTED TO COST PERIOD OF PERFORMANCE

_____ $_____ _____

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

B-216-PAC001 Level of Effort--Fee Adjustment Formula (Feb 2025)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

CLIN	Total Staff-hours of Direct Labor (X)
0001(Base)	18,432
1001 (OY1)	18,432
2001 (OY2)	18,432
3001 (OY3)	18,432
4001 (OY4)	18,432
Total Hours:	**92,160**

The contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that zero staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) 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 amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) 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 above 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 from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, except the "term" of performance shall not exceed a 12 month period.

In no event shall the contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the contractor has not expended more than 105% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.

(5) Nothing herein contained shall, in any way, abrogate the contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) 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 DCAA office to which vouchers are submitted:

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The contractor's estimate of the total allowable cost incurred under the contract for the period.

In the case of a cost under-run, the contractor shall submit the following information in addition to that required above:

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this text.

All submissions required by this paragraph shall include subcontractor information, if any.

(f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

Section C - Description/Specifications/Statement of Work

SECTION C - Description/Specifications/Statement of Work

Work under this task order shall be performed in accordance with:

- Attachment 0001 - Statement of Work (SOW)
- Attachment 0002 - Contract Security Classification Specification (DD 254)
- Exhibit A - Contract Data Requirements List (CDRL)

Requirements

Command and Control Experimentation (C2X) and Modernization Software Engineering Services for Future Naval Operations

Additional Regulation or Supplemental Clauses Incorporated by Full Text

C-204-PAC002 Safeguarding Covered Defense Information and Cyber Incident Reporting (Feb 2025)

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

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

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

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

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

2. Compliance to NIST 800-171

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

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

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

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

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

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

(5) Implement:

i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,

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

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

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

3. Cyber Incident Response:

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

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

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

4. Naval Criminal Investigative Service (NCIS) Outreach

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

5. NCIS/Industry Monitoring

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

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

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

C-204-PAC001 Cybersecurity (Feb 2025)

Cybersecurity (which replaced the term Information Assurance (IA)) is defined as prevention of damage to, protection of, and restoration of computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation. Contractor personnel shall perform tasks to ensure Navy applications, systems, and networks satisfy Federal/DoD /DON/Navy cybersecurity requirements.

Cyber IT and Cybersecurity Personnel

(a) The Cyberspace workforce elements addressed include contractors performing functions in designated Cyber IT positions and Cybersecurity positions. In accordance with DFARS Subpart 239.71, DoDD 8140.01, SECNAVINST 5239.20A, and SECNAV M-5239.2, contractor personnel performing cybersecurity functions shall meet all cybersecurity training, certification, and tracking

requirements as cited in DoD 8570.01-M prior to accessing DoD information systems. Proposed contractor Cyber IT and cybersecurity personnel shall be appropriately qualified prior to the start of the contract performance period or before assignment to the contract during the course of the performance period.

(b) The contractor shall be responsible for identifying, tracking and reporting cybersecurity personnel, also known as Cybersecurity Workforce (CSWF) and Cyber IT workforce personnel. Although the minimum frequency of reporting is monthly, the task order can require additional updates at any time.

(c) Contractors that access Navy IT shall also follow guidelines and provisions documented in Navy Telecommunications Directive (NTD 10-11) and are required to complete a System Authorization Access Request (SAAR) - Navy form as documented in para 8.2.2.4 (b).

When a contractor requires logical access to a government IT system or resource (directly or indirectly), the required CAC will have a Public Key Infrastructure (PKI). A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Pursuant to DoDM 1000.13-M-V1, CAC PKI certificates will be associated with an official government issued e-mail address (e.g., .mil, .gov, .edu). Prior to receipt of a CAC with PKI, contractor personnel shall complete the mandatory Cybersecurity Awareness training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract's specified COR. Note: In order for personnel to maintain a CAC with PKI, each contractor employee shall complete annual cybersecurity training. The following guidance for training and form submittal is provided; however, contractors shall seek latest guidance from their appointed company Security Officer and the NIWC Pacific Information Assurance Management (IAM) office:

1. For annual DoD Cybersecurity/IA Awareness training, contractors shall use this site: https://twms.nmci.navy.mil/. For those contractors requiring initial training and do not have a CAC, contact the NIWC Pacific IAM office. Training can be taken at the IAM office or online at http://iase.disa.mil/index2.html.

2. For SAAR-N form, the contractor shall use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the NIWC Pacific IAM office or from the website: https://navalforms.documentservices.dla.mil/.

(d) Contractor personnel with privileged access will be required to acknowledge special responsibilities with a Privileged Access Agreement (PAA) IAW SECNAVINST 5239.20A.

Design, Integration, Configuration or Installation of Hardware and Software

The contractor shall ensure any equipment/system installed or integrated into Navy platform will meet the cybersecurity requirements as specified under DoDI 8500.01. The contractor shall ensure that any design change, integration change, configuration change, or installation of hardware and software is in accordance with established DoD/DON/Navy cyber directives and does not violate the terms and conditions of the accreditation/authorization issued by the appropriate Accreditation/Authorization official. Contractors that access Navy IT are also required to follow the provisions contained in DON CIO Memorandum:

Acceptable Use of Department of the Navy Information Technology (IT) dated 12 Feb 16. Use of blacklisted software is specifically prohibited and only software that is registered in DON Application and Database Management System (DADMS) and is Functional Area Manager (FAM) approved can be used as documented in para 5.2.2. Procurement and installation of software governed by DON Enterprise License Agreements (ELAs) - Microsoft, Oracle, Cisco, Axway, Symantec, ActivIdentity, VMware, Red Hat, NetApp, and EMC shall be in accordance with DON CIO Policy and DON ELAs awarded.

Cybersecurity Workforce (CSWF) Report

DoD 8570.01-M and DFARS PGI 239.7102-3 have promulgated that contractor personnel shall have documented current cybersecurity certification status within their contract. The contractor shall develop, maintain, and submit a CSWF Report as applicable at the task order level. IAW DFARS clause 252.239-7001, if cybersecurity support is provided, the contractor shall provide a Cybersecurity Workforce (CSWF) list that identifies those individuals who are IA trained and certified. Utilizing the format provided at the task order level, the prime contractor shall be responsible for collecting, integrating, and reporting all subcontractor personnel. See applicable DD Form 1423 for additional reporting details and distribution instructions. Contractor shall verify with the COR or other government representative the proper labor category cybersecurity designation and certification requirements.

Information Technology (IT) Services Requirements

This paragraph only applies to IT contracts. Information Technology (IT) is defined as any equipment or interconnected system(s) or subsystem(s) of equipment that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data of information by the agency. IT includes computers, ancillary equipment, peripherals, input, output, and storage devices necessary for security and surveillance. Electronic and Information technology (EIT) is IT that is used in the creation, conversion, or duplication of data or information. EIT includes:

telecommunication products, such as telephones; information kiosks; transaction machines; World Wide Web sites; multimedia (including videotapes); and office equipment, such as copiers and fax machines.

Information Technology (IT) General Requirements

When applicable, the contractor shall be responsible for the following:

Ensure that no production systems are operational on any RDT&E network.

Follow DoDI 8510.01 of 12 Mar 2014 when deploying, integrating, and implementing IT capabilities.

Migrate all Navy Ashore production systems to the NMCI environment where available.

Work with government personnel to ensure compliance with all current Navy IT & cybersecurity policies, including those pertaining to Cyber Asset Reduction and Security (CARS).

Follow SECNAVINST 5239.3B of 17 June 2009 & DoDI 8510.01 of 12 Mar 2014 prior to integration and implementation of IT solutions or systems.

Register any contractor-owned or contractor-maintained IT systems utilized on contract in the Department of Defense IT Portfolio Registry (DITPR)-DON.

Only perform work specified within the limitations of the task order.

Acquisition of Commercial Software Products, hardware, and Related Services

This paragraph only applies to the purchasing/hosting of commercial software. Contractors recommending or purchasing commercial software products, hardware, and related services supporting Navy programs and projects shall ensure they recommend or procure items from approved sources in accordance with the latest DoN and DoD policies.

DON Enterprise Licensing Agreement/DOD Enterprise Software Initiative Program

Pursuant to DoN Memorandum - Mandatory use of DoN Enterprise Licensing Agreement (ELA) dated 22 Feb 12, contractors that are authorized to use Government supply sources per FAR 51.101 shall verify if the product is attainable through DoN ELAs and if so, procure that item in accordance with appropriate ELA procedures. If an item is not attainable through the DoN ELA program, contractors shall then utilize DoD Enterprise Software Initiative (ESI) program (see DFARS 208.74) and government-wide SmartBuy program (see DoD memo dated 22 Dec 05). The contractor shall ensure any items purchased outside these programs have the required approved waivers as applicable to the program. Software requirements will be specified at the task order level.

DON Application and Database Management System

The contractor shall ensure that no Functional Area Manager (FAM) disapproved applications are integrated, installed or operational on Navy networks. The contractor shall ensure that all databases that use database management systems (DBMS) designed, implemented, and/or hosted on servers and/or mainframes supporting Navy applications and systems be registered in DoN Application and Database Management System (DADMS) and are FAM approved. All integrated, installed, or operational applications hosted on Navy networks must also be registered in DADMS and approved by the FAM. No operational systems or applications will be integrated, installed, or operational on the RDT&E network.

Section 508 Compliance

This paragraph only applies to IT contracts. The contractor shall ensure that all software recommended, procured, and/or developed is compliant with Section 508 of the Rehabilitation Act of 1973, 26 CFR Part 1194 and pursuant to SPAWARINST 5721.1B of 17 Nov 2009. In accordance with FAR 39.204, this requirement does not apply to contractor acquired software that is incidental to the task, software procured/developed to support a program or system designated as a National Security System (NSS) or if the product is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.

Software Development/Modernization and Hosting

This paragraph only applies to software development and modernization. The contractor shall ensure all programs utilizing this contract for software development/ modernization (DEV/MOD), including the development of IT tools to automate NIWC Pacific business processes are compliant with DON Information Management/Information Technology (DON IM/IT) Investment Review Process Guidance requirements. Contractors shall neither host nor develop IT tools to automate NIWC Pacific business processes unless specifically tasked within the task order or contract. The contractor shall ensure IT tools developed to automate NIWC Pacific business processes will be delivered with full documentation and source code, as specified at the task order level, to allow non-

proprietary operation and maintenance by any source. The contractor shall ensure all programs are submitted with proof of completed DEV/MOD certification approval from the appropriate authority in accordance with DON policy prior to task order award. *Note must be listed on Investment Review Board (IRB) approved list.

Information Security

Pursuant to DoDM 5200.01 and DoD 5200.48, the contractor shall provide adequate security for all CUI and unclassified DoD information passing through non-DoD information systems, including all subcontractor information systems utilized on contract. If the contractor originates, adds, or changes any of the DoD information, it must be marked in accordance with DODI 5200.48 and handled properly. The contractor shall disseminate CUI and unclassified DoD information within the scope of assigned duties and with a clear expectation that confidentiality is preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking).

IT Level Designations

Pursuant to DoDI 8500.01, DoD 8570.01-M, SECNAVINST 5510.30C, SECNAV M-5239.2, DON CIO Memo, "IT Level Designation on DD Form 2875 System Authorization Access Request" dated 8 Sep 2020, and applicable to unclassified DoD information systems, as a standardized approach, DON organizations are to use the information below to determine the level of access and to determine the minimum background investigation.

Per SECNAVINST 5510.30C, page 7, Section 8.b of enclosure (4), the Information Systems Security Manager is responsible for establishing, implementing and maintaining the DON information system and information assurance program and is responsible to the Commanding Officer for developing, maintaining, and directing the implementation of the IA program within the command. The IT Level Designation are:

T5 or T5R; equivalent (SSBI, etc.) (IT Level I) - For domain/root level administrator accounts.

T3 or T3R; equivalent (ANAC/ANACI) (IT Level II) - For administrator accounts - enhanced User and Core User.

T1; equivalent or higher (Level III) - For regular access accounts.

C-204-PAC003 Personnel Security Program Requirements for Unclassified/Position of Trust (POT) Contractors (Feb 2025)

The U.S. Government conducts Fitness Determination investigations of personnel who are assigned to positions that directly or indirectly affect the operation of unclassified IT resources and systems that process Department of Defense (DoD) information, to include For Official Use Only (FOUO) and other controlled unclassified information (CUI) in accordance with DODM 5220.22 Volume 2 (National Industrial Security Program: Industrial Security Procedures for Government Activities) and for additional guidance refer to DoDI 5200.48.

The United States Office of Personnel Management (OPM), and Defense Counterintelligence and Security Agency (DCSA) process all requests for U.S. Government Fitness Determination investigations. Requirements for these investigations are outlined in NAVWAR M5510.1A, Chapter 5005.4 and NIWCPACINST 5500.1C, Chapter 9.4.4.

I. Procedures for submitting U.S. Government Fitness Determination Investigations:

A Fitness Determination investigation supports a Public Trust position; it does NOT support a National Security Eligibility position.

Only the e-QIP version of the SF 86 are acceptable by OPM-DCSA.

After determining that an individual requires Public Trust Position determination, the FSO will identify the individual to the COR. The FSO will also provide the following information to the COR so that the NIWC PAC Personnel Security Office can initiate a request thru e-QIP:

Full SSN of the applicant, Full Name, Date of Birth, Place of Birth, Email Address and Phone Number

A contractor worksheet will be provided by Personnel Security for the COR and/or the FSO to complete that includes the above information and any additional information required by the Personnel Security Office.

The Personnel Security Office will send email notification and instructions to the applicant to complete and submit e-QIP expedit iously.

The FSO will take and submit fingerprints via electronic submission. If the FSO does not have the means to submit fingerprints electronically, they will obtain hardcopy fingerprints using SF-87 or FD-258. For immediate fingerprint result, electronic transmission of fingerprints is encouraged. OPM no longer accepts the submission of hard copy fingerprints (SF-87 or FD-258).

If fingerprints are obtained via hardcopy, the hardcopies will be sent to NIWC PAC Personnel Security via USPS Priority mail:

Commanding Officer, NIWC PAC

ATTN: Personnel Security, Code 83310

53560 Hull St

San Diego CA 92152

Contractor Fitness Determinations made by the DOD CAF are maintained in the Defense Information System for Security (DISS). Favorable Fitness Determinations will support Public Trust positions only and not National Security Eligibility positions. If no issues are discovered, according to respective guidelines, a HSPD-12 Determination will be populated in DISS and will be reciprocal within DoN. If issues are discovered, the DOD CAF will forward the investigation along with all supporting documentation to the NIWC PAC Security Office for local determination. The Command Security Manager will make the local Fitness Determination and your company will be notified of the decision in writing. If an individual receives a negative Fitness Determination, they will be immediately removed from their position of trust, the FSO will be notified, and the company will replace any individual who has received a negative Fitness Determination.

If you require additional assistance with the submission of Public Trust Investigations, you may send an email to NIWC PAC Personnel Security at NIWC_PAC_UNCLASSCTR@NAVY.MIL.

II. Employment Terminations:

The contractor shall:

Immediately notify the COR or TR of the employee's termination.

Send email to NIWC_PAC_UNCLASSCTR@NAVY.MIL, Code 83310 notifying them of the termination.

Fax a termination VAL to Code 83320 at (619) 553-6169.

Return any badge and decal to Commanding Officer, Naval Information Warfare Center Pacific, Attn: Code 83320, 53560 Hull Street, San Diego, CA 92152-5001.

C-204-PAC005 Contract Data Requirements List (CDRL) Tool (Feb 2025)

All non-classified CDRL deliverable documents/copies shall be submitted electronically via an upload by the contractor into the Acquisition Management System (AMS) CDRL Tool:

https://ams.navair.navy.mil/CDRL/Pages/Default.aspx

AMS CDRL Tool resources and training are located at:

https://ams.navair.navy.mil/home

Both contractor CAC or "Soft-Cert" Access and the "Contractor" Role within the AMS CDRL Tool are required. The contractor shall be responsible for delivering all data.

C-204-PAC004 Electronic Cost Reporting and Financial Tracking (eCRAFT) (Feb 2025)

The contractor shall submit the eCRAFT Report in accordance with the DD Form 1423.

C-211-PAC002 Key Personnel (Feb 2025)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this text.

(b) The offeror agrees that during the first 90 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 90 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or authorized representative will evaluate such requests and promptly notify the contractor of approval or disapproval thereof in writing.

(d) List of Key Personnel

[*identify key personnel*]

NAME	CONTRACT LABOR CATEGORY
_____	_____
_____	_____
_____	_____

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category, it shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty-hour week if performed only by the number of employees originally proposed.

C-211-PAC001 NIWC Pacific Work Week (Feb 2025)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at NIWC Pacific is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at NIWC Pacific unless differing hours are specified on an individual delivery/task order. The contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at NIWC Pacific must work during the normal workweek. The following is a list of holidays observed by the Government.

Name of Holiday	Time of Observance
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth National Independence Day	19 June

Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations, the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the NIWC Pacific off-Friday (36-hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:15 AM to 4:45 PM Monday through Thursday and 7: 15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal NIWC Pacific hours are maintained both weeks.

(e) NOTICE: All contractor employees who make repeated deliveries to military installations shall obtain the required employee pass via the Defense Biometric Identification System (DBIDS) in order to gain access to the facility. Information about DBIDS may be found at the following website: https://www.cnic.navy.mil/om/dbids.html.

Contractor employees must be able to obtain a DBIDS in accordance with base security requirements. Each employee shall wear the Government issued DBIDS badge over the front of the outer clothing. When an employee leaves the contractor's employ, the employee's DBIDS badge shall be returned to the Contracting Officer's Representative or the base Badge and Pass Office within five (5) calendar days.

Contractors who do not have a DBIDS or Common Access Card (CAC) must be issued a one-day pass daily at the Badge and Pass Office. Issuance of a CAC requires the need for physical access to the installation and logical access to government owned computer systems.

(f) Periodically, the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises, which may require the contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

C-228-PAC001 Liability Insurance--Cost Type Contracts (Feb 2025)

(a) The following types of insurance are required in accordance with FAR 52.228-7 "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown:

(1) Workers' compensation and employers' liability: minimum of $100,000

(2) Comprehensive general liability: $500,000 per occurrence

(3) Automobile liability: $200,000 per person

$500,000 per occurrence

$20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

C-240-PAC001 Contractor Furnished Equipment on RDT&E Networks (Feb 2025)

Contractors are prohibited from connecting any non-Government owned equipment to RDT&E networks unless the equipment is specifically identified hereunder. The following contractor owned/provided equipment is permitted to be connected to the RDT&E network, as necessitated by the statement of work, in performance of this contract only:

- *None*

Any changes to this list must be completed via formal contract modification prior to implementation or use on the network. Before connection of any above-listed equipment is made, the Command Information System Security Manager (Code 82400) must be informed via Cybersecurity Exception Request. All other equipment not specifically identified above remains prohibited for use on RDT&E networks.

Per the DON Destruction of Electronic Storage Media Policy, all contractor-provided internal and removable electronic storage media listed above shall become Government property upon the sooner of: equipment end of life, replacement, end of service, or turn-in; contract completion, or contract termination. The contractor shall work with the Contracting Officer or Contracting Officer's Representative (COR), if applicable, to facilitate the immediate turnover of internal and removable electronic storage media as soon as one of the aforementioned circumstances arise.

Internal and removable electronic storage media includes, but is not limited to, workstations, laptops/notebooks, printers, copiers, scanners, multi-functional devices (MFD), and hand held devices with internal storage devices, removable hard drives, external hard drives, solid state hard drives, flash based storage media such as "thumb" drives and camera memory cards, backup data systems (e.g., DAT, LTO, DLT), and optical storage devices (e.g., CD/DVD).

Section D - Packaging and Marking

SECTION D - Packaging and Marking

All data to be furnished hereunder shall be packaged and marked in accordance with Exhibit A.

All other deliverables shall be packaged and marked in accordance with best commercial practices.

Section E - Inspection and Acceptance

SECTION E - Inspection and Acceptance

Inspection and acceptance shall be made at destination by the Contracting Officer's Representative (COR) or duly authorized representative. Inspection shall be performed in accordance with the applicable inspection clause(s) of the basic contract.

FAR Clauses Incorporated by Reference

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

Section F - Deliveries or Performance

SECTION F - Deliveries or Performance

Dates are anticipated and are subject to change.

If contractor performance is satisfactory, the Government anticipates the period of performance to be from DOA through four (4) option year periods, if all options are exercised.

Base: December 2026 - December 2027

Option Year One: December 2027 - December 2028

Option Year Two: December 2028 - December 2029

Option Year Three: December 2029 - December 2030

Option Year Four: December 2030 - December 2031

Section G - Contract Administration Data

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.204-7006	Billing Instructions-Cost Vouchers	May 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

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.

(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.

(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.

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

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	TBD
Issue By DoDAAC	TBD
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD

DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

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

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

(g) *WAWF point of contact.*

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

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

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

G-201-PAC002 Designation of Contracting Officer's Representative (Feb 2025)

The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative (COR) for this contract/order:

Name: Clemente "Clay" Rivetti

Code: 53223

Phone Number: (619) 553-2861

E-mail: clemente.d.rivetti.civ@us.navy.mil

G-227-PAC001 Patent Matters Point of Contact (Feb 2025)

The point of contact regarding Patent Matters for this contract is:

INTELLECTUAL PROPERTY OFFICE

CODE 36000

NIWC PACIFIC

53560 HULL STREET

SAN DIEGO, CA 92152-5001

Do not submit interim and final invention reports to this address.

G-232-PAC001 Supplemental Wide Area WorkFlow Payment Instructions (Feb 2025)

(a) The following Wide Area WorkFlow (WAWF) payment instructions supplement 252.232-7006. For cost-type service contracts subject to Electronic Cost Reporting and Financial Tracking (eCRAFT), reference paragraph (f).

(b) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include: 1) all labor categories and individuals utilized during the billing period; 2) number of hours and fully burdened hourly labor rates (including fee) per individual*; 3) material (consumable and non-consumables) description and fully burdened costs, separated by type; 4) fully burdened travel costs itemized by trip, date and individual; 5) other fully burdened direct costs not separately identified (e.g., reproduction, cell phones, equipment rentals); 6) subcontractor costs itemized with the same level of detail; and 7) average actual hourly labor rates (total actual fully burdened labor cost/total # hours performed).

*In lieu of providing names of individuals, you may choose to assign an "employee code" to each individual. If the aforementioned methodology is chosen, the Contracting Officer may require an employee matrix mapping the employee codes to an individual name.

Attachments created with any Microsoft Office product or Adobe (.pdf files) are to be attached to the invoice in WAWF. The total size limit for files per invoice in WAWF is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR.

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor /Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment, it must be provided as an Adobe (.pdf file), Microsoft Office product, or other mutually agreed upon form between the Contracting Officer and vendor.

(d) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(e) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102) shall not be priced separately for payment purposes. Therefore, you are reminded to bill at the CLIN level. DFAS will reject invoices that contain informational subline items.

(f) If eCRAFT is applicable, the contract will include text C-204-PAC004 "Electronic Cost Reporting and Financial Tracking (eCRAFT)." When eCRAFT is applicable, paragraphs (a) through (e) apply and there are additional requirements in support of each WAWF submission. In addition to paragraph (b), the contractor shall submit an eCRAFT Vendor Report on the same day and for the same timeframe the contractor submits a WAWF invoice. The eCRAFT Vendor Report and WAWF invoice amounts are required to be the same. In addition to paragraph (c), the contractor shall submit the eCRAFT Vendor Reports via the Product Data Reporting and Evaluation Program (PDREP) portal as instructed in the eCRAFT Contract Data Requirement List (CDRL) instructions.

G-232-PAC002 Payment Instructions (Feb 2025)

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table below based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions--Commercial Items 52.216-7, Allowable Cost and Payment	Cost Voucher	N/A	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently

52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts					unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
					Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated

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

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

Section H - Special Contract Requirements

Additional Regulation or Supplemental Clauses Incorporated by Full Text

H-204-PAC004 Required Information Assurance and Personnel Security Requirements for Accessing Government Information Systems and Nonpublic Information (Feb 2025)

(a) Definition. As used in this text, "sensitive information" includes:

(i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;

(ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC Ch. 21);

(iii) Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;

(iv) Other information designated as sensitive by the Naval Information Warfare Systems Command (NAVWAR).

(b) In the performance of the contract, the contractor may receive or have access to information, including information in Government information systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The contractor shall--

(i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;

(ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;

(iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contact and to safeguard information from unauthorized use and disclosure.

(iv) Execute a "Contractor Access to Information Non-Disclosure Agreement," and obtain and submit to the Contracting Officer a signed "Contractor Employee Access to Information Non-Disclosure Agreement" for each employee prior to assignment;

(v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the contractor inadvertently accesses or receives any information marked as "proprietary," "procurement sensitive," or "source selection sensitive," or that, even if not properly marked otherwise indicates the contractor may not be authorized to access such information, the contractor shall (i) notify the Contracting Officer; and (ii) refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this text are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government information systems.

(f) Subcontracts. The contractor shall insert paragraphs (a) through (f) of this text in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the

contract. At a minimum, the mitigation plan shall identify the contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate contractor personnel requiring access to information in the performance of the contract from other contractor personnel to ensure that the contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

H-204-PAC002 Contractor Identification (Feb 2025)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with contractor supplied signs, name plates or other identification, showing that these are work areas for contractor or subcontractor personnel.

H-204-PAC001 Contractor Picture Badge (Feb 2025)

(a) A contractor picture badge may be issued to contractor personnel by the NIWC Pacific Security Office upon receipt of a valid visit request from the contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at NIWC Pacific prior to completion of the picture badge request.

(b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.

(c) At the completion of the contract, the contractor shall forward to NIWC Pacific Security Office a list of all unreturned badges with a written explanation of any missing badges.

H-204-PAC003 Controlled Unclassified Information (CUI) (Feb 2025)

CUI is non-public, unclassified information that requires the application of controls and protective measures according to specific laws, regulations, or government-wide policies. CUI requires controlling access/dissemination, handling, marking, and other protective measures to safeguard this information. CUI includes information such as technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving contract awards. CUI is a categorical designation that does not meet the standards for National Security Classification under Executive Order 13526, but is (1) pertinent to the national interest of the United States or to the interests of entities outside the Federal Government and (2) requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on the exchange or dissemination under law, regulation, or government-wide policy. CUI Category descriptions are located: https://www.dodcui.mil/Home/DoD-CUI-Registry/.

Legacy Markings

Legacy markings such as For Official Use Only (FOUO) should *not* be used on new documents as of March 6, 2020, when DODI 5200.48 was published. Information with legacy markings do not need to be immediately evaluated by the issuing/controlling Government office to see if it qualifies as CUI as long as the document remains under the control and storage of the Department of Defense (DoD). If a document has legacy markings and will be shared outside of the DoD, it must first be evaluated to determine if it contains information that falls into a CUI category. If not, the legacy marked document may have its legacy markings removed, and the document may then be destroyed or retained in accordance with agency retention policies and records management procedures. Note: a legacy document, which markings have been removed would still need to be evaluated by the Public Affairs Office before release outside of the DoD.

Security of Unclassified DoD Information (including CUI) on Non-DoD Information Systems (DoDI 8582.01) DoD Policy

Adequate security, as defined in DoDI 8582.01, DoDI 5200.48, NIST SP 800-171, and DFARS 252.204-7012, shall be provided for all unclassified DoD information on non-DoD information systems. The Contractor shall incorporate the appropriate requirements into all contracts, subcontracts, grants, and other legal agreements with non-DoD entities.

Information Safeguards are applicable to unclassified DoD information and CUI in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD, and shall be IAW the above-listed references.

Unclassified DoD information that has *not* been cleared for public release may be disseminated by the Contractor to the extent required to further the contract objectives, provided that the information is disseminated within the scope of its assigned duties, to persons with a requisite background investigation or clearance, and with a clear expectation that confidentiality will be preserved. Examples include:

a. Non-public information provided to a Contractor (e.g., with a solicitation).

b. Information developed during the course of a contract (e.g., draft documents, reports, briefings, and deliverables).

c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, and contract-related event tracking).

At a minimum, the Contractor shall safeguard all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems as follows:

a. Safeguard all CUI associated with this contract (e.g., e-mails and attachments) to prevent unauthorized public disclosure in accordance with the most current versions of DoDI 5200.48 and NIST SP 800-88.

b. Accurately mark documents with CUI in accordance with the most current version of DoDI 5200.48.

c. Monitor CUI for aggregation and compilation based on the potential to aggregate classified information pursuant to security classification guidance addressing the accumulation of unclassified data in accordance with DoDI 5200.48.

d. Report the potential classification of aggregated or compiled CUI to the designated Contracting Officer's Representative (COR).

e. Destroy all CUI associated with this contract in accordance with the most current versions of DoDI 5200.48 and NIST SP 800-88, making it unreadable, indecipherable, and irrecoverable.

f. If shredding CUI material, ensure the shredder is from the National Security Administration's Evaluated Products List. In short, any shredder approved to destroy classified material may be used to destroy CUI.

g. Do not process unclassified DoD information on publicly available computers (e.g., those available for use by the general public in kiosks or hotel business centers).

h. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.

i. Overwrite media that has been used to process unclassified DoD information before external release or disposal.

j. Encrypt all CUI when stored on authorized mobile computing devices (e.g., laptops and personal digital assistants, and compact disks) or authorized removable storage media such as thumb drives and compact disks, IAW NIST SP 800-171 and NIST Cryptographic Standards and Guidelines.

k. Limit the transfer of unclassified DoD information to subcontractors or teaming partners to conduct official business related to the Government and obtain a written agreement from them to protect the information they receive.

l. Do not use unofficial or personal e-mail accounts (e.g., AOL, Yahoo, Hotmail, Comcast, etc.), messaging systems, or other non-DoD information systems, except approved or authorized government contractor systems, to conduct official business involving CUI.

m. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that include closed networks, virtual private networks, public key-enabled encryption, and transport layer security.

n. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is unavailable, encrypt document files (e.g., spreadsheet and word processing files), using at a minimum, password protected level encryption within applications.

o. Perform voice and fax transmissions only when there is reasonable assurance that access is limited to authorized recipients.

p. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of transport layer security or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).

q. Provide protection against computer network intrusions and data exfiltration, minimally including:

1. Current and regularly updated malware protection services (e.g., anti-virus, anti-spyware.)

2. Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts), including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services. Prompt the application of security-relevant software patches, service packs, and hot fixes.

r. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, Critical Program Information (CPI), personally identifiable information, and export controlled).

s. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as specified in the contract.

H-209-PAC004 Organizational Conflict of Interest (Access to Proprietary Information) (Feb 2025)

(a) This contract provides for the contractor to provide technical evaluation and/or advisory and assistance services in support of Command & Control Experimentation (C2X) and Modernization Software Engineering Services for Future Naval Operations. The parties recognize that by the contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this text, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this text. Any subcontractor that performs any work relative to this contract shall be subject to this text. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this text.

(e) The contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The contractor acknowledges the full force and effect of this text. It agrees to be bound by its terms and conditions and understands that violation of this text may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the contractor breaches this or any other Organizational Conflict of Interest text.

H-209-PAC001 Limited Release of Contractor Confidential Business Information (Feb 2025)

(a) Definition.

"Confidential Business Information," (information) as used in this text, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep and protect such information, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Naval Information Warfare Center (NIWC) Pacific may release information submitted by the contractor or its subcontractors to individuals employed by NIWC Pacific support contractors and their subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its information, but only for purposes as described in paragraph (c) of this text.

(c) Circumstances where NIWC Pacific may release the contractor's or subcontractors' information include the following:

(1) To other NIWC Pacific contractors and subcontractors, and their employees tasked with assisting NIWC Pacific in handling and processing information and documents in the administration of NIWC Pacific contracts, such as file room management and contract closeout; and,

(2) To NIWC Pacific contractors and subcontractors, and their employees tasked with assisting NAVWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) NIWC Pacific recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. NIWC Pacific will permit the limited release of information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) NIWC Pacific determines that access is required by other NIWC Pacific contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the information that would be provided by NIWC Pacific employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the information and that unauthorized use of the information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government; and

(4) NIWC Pacific contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2).

(e) NIWC Pacific's responsibilities under the Freedom of Information Act are not affected by this text.

(f) The contractor agrees to include, and require inclusion of, this text in all subcontracts at any tier that requires the furnishing of information.

H-209-PAC003 Organizational Conflict of Interest (Specification Preparation) (Feb 2025)

(a) This contract, in whole or in part, provides for the contractor to draft and/or furnish specifications in support of Command & Control Experimentation (C2X) and Modernization Software Engineering Services for Future Naval Operations. Further, this contract may task the contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of Command & Control Experimentation (C2X) and Modernization Software Engineering Services for Future Naval Operations. The parties recognize that by the contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.

(b) During the term of this contract and for a period of three (3) years after completion of this contract, the contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Defense, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this text. Any subcontractor that performs any work relative to this contract shall be subject to this text. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this text.

(c) For the purposes of this text, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

(d) The contractor acknowledges the full force and effect of this text. It agrees to be bound by its terms and conditions and understands that violation of this text may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the contractor breaches this or any other Organizational Conflict of Interest text.

H-209-PAC002 Organizational Conflict of Interest (Systems Engineering) (Feb 2025)

(a) This contract provides for systems engineering and related technical support for Command & Control Experimentation (C2X) and Modernization Software Engineering Services for Future Naval Operations. The parties recognize that by the contractor providing this support, a potential conflict of interest arises as defined by FAR 9.505-1.

(b) For the purpose of this text, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor.

(c) During the term of this contract and for a period of three (3) years after completion of this contract, the contractor agrees that it will not supply (whether as a prime contractor, subcontractor at any tier, or consultant to a supplier) to the Department of Defense, any product, item or major component of an item or product, which was the subject of the systems engineering and/or technical direction in support of the Command & Control Experimentation (C2X) and Modernization Software Engineering Services for Future Naval Operations work performed under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this text. Any subcontractor that performs any work relative to this contract shall be subject to this text. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this text.

(d) The contractor further agrees that it will not perform engineering services and technical support of the type described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The contractor further agrees to notify the Contracting Officer should it be tasked to conduct engineering and technical support on such products and to take no action until directed to do so by the Contracting Officer.

(e) The contractor acknowledges the full force and effect of this text. It agrees to be bound by its terms and conditions and understands that violation of this text may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the contractor breaches this Organizational Conflict of Interest text.

H-209-PAC005 Existing Organizational Conflict of Interest (Feb 2025)

(a) Definitions.

(1) "Contractor" means the firm signing this contract.

(2) "Supplier" means a firm, or a firm's subsidiaries, its parent corporation or subsidiary of the parent corporation, that is engaged in, or having a known prospective interest in the furnishing of [*insert name of the item being furnished*] in support of which, tasks will be performed under this contract.

(3) "Affiliates" means employees, directors, partners, participants in joint ventures, parent corporation, parent corporation subsidiaries, any entity into or with which the contractor may subsequently merge or affiliate, any other successor or assignee of the prime contractor and subcontractors.

(4) "Interest" means direct or indirect business or financial interest.

(b) Warranty Against Existing Conflict of Interest. The contractor warrants that neither it nor its affiliates have any contracts with, or any material or substantial interests in the hardware or software suppliers. For any breach of this warranty, the Government shall have the right to rescind this contract without liability or, at its discretion, terminate this contract for default. In such circumstances, the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, such shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

H-227-PAC001 Submission of Interim and Final Invention Reports and Notification of All Subcontracts for Experimental, Developmental or Research Work (Feb 2025)

(a) This contract contains either FAR 52.227-11 "Patent Rights--Ownership by the Contractor" clause and DFARS 252.227-7039 "Patents--Reporting of Subject Inventions" or DFARS 252.227-7038 "Patent Rights--Ownership by the Contractor (Large Business)" clause, or FAR 52.227-13 "Patent Rights--Ownership by the Government" clause.
(b) Under these clauses, the contractor is required to submit interim and final invention reports and notification to the Government of all subcontracts for experimental, developmental, or research work. The interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work may be submitted on DD Form 882 "Report of Inventions and Subcontracts."
(c) The contractor shall submit interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work, including negative reports, to:

Contract Closeout / Code 23200
NIWC Pacific
53560 Hull Street
San Diego, CA 92152-5001
Email: NIWC_PAC_23200_CLOSEOUT@us.navy.mil

(d) The NIWC Pacific Intellectual Property Office, Code 36000, will represent the Contracting Officer with regard to invention reporting matters arising under the contract.

Section I - Contract Clauses

SECTION I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE AND AUTHORIZED DEVIATIONS:

All task orders are subject to the terms and conditions of the base contract in accordance with FAR clause 52.216-18 therein. Any clauses incorporated by reference or deviation in this TORFP or any resulting task order are in accordance with the basic contract clauses 52.252-2 and 52.252-6. Offerors shall comply with all applicable contract clauses, terms and conditions, inclusive of those contained within the basic contract, this TORFP, and any resulting task order award, whether incorporated in full text, by reference, or deviation.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		

FAR Clauses Incorporated by Full Text

52.217-9 Option to Extend the Term of the Contract. (Mar 2000)

Option to Extend the Term of the Contract (Mar 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.222-2 Payment for Overtime Premiums. (Deviation 2026-O0038) (Feb 2026)

PAYMENT FOR OVERTIME PREMIUMS (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

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

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

(b) Any request for estimated overtime premiums that exceeds the amount specified above 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)

52.244-2 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:

(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:

(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/far/

https://www.acquisition.gov/dfars/

https://www.acquisition.gov/far-overhaul

(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 (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)

Section J - List of Attachments

Exhibits:

Id	Exhibit Name	Exhibit Description	Reference Identifier	Date	Line Item
A	Exhibit A_Contract Data Requirements List (CDRL)	Contract Data Requirements List (CDRL)		18 May 2026	

Attachments:

Number	Attachment Name	Attachment Description	Reference Identifier	Date
01	Attachment 0001__Statement of Work	Statement of Work		18 May 2026
02	Attachment 0002__Contract Security Classification Specification (DD 254)	Contract Security Classification Specification (DD 254)		18 May 2026
03	Attachment 0003_Oral Presentation Guidelines			18 May 2026
04	Attachment 0004_Cost Proposal Template			18 May 2026

Section K - Representations, Certification, & Other Statements

SECTION K - Certifications and Representations

The requirement for Annual Representations and Certifications at FAR 52.204-8 and DFARS 252.204-7007 Alternate A applies at the base Multiple Award Contract (MAC) level for each Offeror. The contractor's certifications incorporated in its base contract are invoked and in full force for this task order. Offerors are not required to submit representations or certifications in response to this TORFP with the exception of the required responses to any provisions specifically incorporated herein.

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 2026-O0038)	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		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		

DFARS Clauses Incorporated by Full Text

252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation. (Dec 2019)

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

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

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

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

(End of provision)

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

252.239-7009 Representation of Use of Cloud Computing. (Sep 2015)

REPRESENTATION OF USE OF CLOUD COMPUTING (SEP 2015)

(a) *Definition*. "Cloud computing," as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation*. The Offeror represents that it-

☐ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

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

SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents

For bidding/proposal purposes, the estimated effective date of contract award is December 2026.

L-1 INSTRUCTIONS TO OFFERORS

THIS REQUIREMENT IS FOR SEAPORT CONTRACT HOLDERS ONLY.

(a) This is a competitive fair opportunity selection conducted In Accordance With (IAW) Federal Acquisition Regulation (FAR) 16.507-2. Orders placed under FAR 16.507-2 Indefinite-Delivery Indefinite-Quantity (IDIQ) contracts are not subject to the policies in FAR subpart 15.1 Accordingly, issuance of an order under this Fair Opportunity, should an award be made, shall follow the ordering procedures outlined in FAR 16.507, as supplemented.

(b) The proposal shall comply with the terms and conditions of the Seaport NxG IDIQ Multiple Award Contract (MAC) and the requirements of this Fair Opportunity Proposal Request (FOPR), including all attachments. All claimed capabilities to meet the requirements shall be realistic and are subject to verification by the Government.

(c) All proposals must be UNCLASSIFIED. Proposals shall be clear, concise, and shall include sufficient detail to substantiate the validity of stated claims. Offerors are cautioned that proposals should not simply rephrase or restate the Government's requirements but, rather, shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities or experience and will base its evaluation on the information presented in the Offeror's proposal.

(d) Statements that the Offeror will provide a particular service or objective without explaining how the Offeror proposes to meet that service or objective are generally inadequate and may adversely affect the Government's evaluation of the Offeror. Also inadequate are the following types of statements, including but not limited to:

(1) unsupported statements that the Offeror understands the requirements and risks

(2) unsupported statements that the Offeror can or will comply with requirements

(3) unsupported statements that merely restate or paraphrase the requirements

(4) undefined or unexplained statements such as "best commercial practices will be used"

(5) undefined or unexplained statements such as "standard procedures will be used"

(6) undefined or unexplained statements such as "well-known techniques will be employed"

(e) Discrepancies. If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the Contracting Officer in writing with supporting rationale as well as the remedies the Offeror is asking the Contracting Officer to consider as related to the omission or error.

(f) Definitions. In the context of task order procurements, as used in this provision --

"In writing," "writing," or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Interchanges" are fluid interactions (written and/or oral) between the Government and offerors that may address any evaluation factor, or any aspect of the proposal. Interchanges may be initiated by the Contracting Officer to permit an efficient task order competition. The Contracting Officer may limit interchanges and/or proposal revisions to only those proposals that stand the greatest likelihood of representing the most advantageous to the Government. Interchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

"Proposal modification" is a change made to a proposal before the FOPR's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the FOPR closing date, at the request of or as allowed by a Contracting Officer as the result of interchanges.

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

"Complete Proposal" is a submission that includes all information detailed in the Proposal Format Tile Table L-2(b).

"Major subcontractor" is defined as any cost reimbursement subcontractor performing 49% or more of total labor hours in Section B.

"Minor Subcontractors" are all non-Major cost reimbursement subcontractors and all Fixed price (e.g., FFP, FPIF, or T&M) subcontractors. However, where otherwise minor cost reimbursement subcontractors cumulatively perform 20% or more of the total hours under CLINs 0001 - 4003, then all cost-reimbursement subcontractors are considered "major subcontractors" and must propose as such.

(g) Amendments to FOPRs. If this FOPR is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this FOPR by the date and time specified in the amendment(s).

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

(1) Offerors (prime and all subcontractors) shall submit their proposals electronically according to the instructions contained in this provision. Each electronic file shall be clearly named in accordance with FOPR provision L-1, and shall not contain classified data. Paper submissions will not be accepted for this FOPR. The files shall be submitted in (1) Microsoft Word for all text in .doc or .docx files in original searchable text format; and (2) Microsoft Excel for all spreadsheets in .xls or .xlsx files. All Excel files shall be operable versus value only spreadsheets (i.e., formulas should be included in all applicable cells). All signed documents shall be submitted as Adobe Acrobat .pdf files (e.g., signed SF 33, Cover Letter, Letter(s) of Intent, etc.). All .pdf files must be searchable. All files shall use file formats compatible with Windows 10/Microsoft Office and use naming conventions in accordance with the Table in provision L-2. No files shall be password protected.

(2) Proposals are due by the date and time specified in block 9 of the SF 33.

(3) Electronic Submission Required: Proposals shall be submitted electronically via the Procurement Integrated Enterprise Environment Capabilities (PIEE) Solicitation Module to Ashleigh Becker. Electronic files shall be compatible with Microsoft Word (*.docx), Microsoft Excel (*.xlsx), Microsoft PowerPoint (*.pptx), and/or Adobe (*.pdf) format. Faxes, e-mails, and/or responses through the System for Award Management (SAM) or any other method are not acceptable.

PIEE Registration: Offerors must have an active PIEE account and be registered as a "Proposal Manager" to submit an offer. Offerors are strongly encouraged to register and verify their access well in advance of the proposal due date.

Timeliness: The PIEE system will automatically record the date and time of proposal receipt. Offerors are responsible for ensuring all files are completely uploaded and the submission is finalized prior to the exact time and date specified in Block 9 of the SF-33. The Government highly recommends initiating the upload process at least 24 hours prior to the deadline to account for any technical delays or file size processing times.

SF-33 Completion: The Offeror must complete Blocks 12 through 18 of the Standard Form 33 (SF-33) and sign the document. The signed SF-33 must be included in the submission package via PIEE.

(4) Any major subcontractor (defined as performing 49% or more of the total proposed labor hours, or subcontractors cumulatively performing 20% or more of the total hours) is required to submit a fully detailed, unsanitized cost proposal. To protect proprietary data, subcontractors shall NOT provide this unsanitized data to the Prime Contractor. Instead, subcontractors must submit their unsanitized cost proposals directly to the Government using the PIEE Solicitation Module, using Attachment 0004 Cost Proposal Template.

1. System Access: The Subcontractor must have their own active PIEE account with the "Proposal Manager" role.
2. Submission Process: The Subcontractor shall navigate to the PIEE Solicitation Module, search for solicitation number N6600126R3608, and upload their files as a separate offer.
3. File Naming Convention: The Subcontractor must clearly name their uploaded files to identify their role and the Prime Contractor they are teaming with. (Example: "SUBCONTRACTOR COST VOLUME - [Insert Subcontractor Name] - Prime: [Insert Prime Contractor Name]").
4. Subcontractor Deadline: Subcontractor submissions are subject to the exact same deadline as the Prime Contractor's proposal. Late subcontractor cost submissions will render the Prime Contractor's overall proposal incomplete and subject to rejection.

(5) All questions, concerns, or requests for clarification regarding this solicitation must be submitted via email to the Contract Specialist, Ashleigh Becker, at ashleigh.n.becker.civ@us.navy.mil. Questions must be submitted no later than June 9, 2026, at 18:00 Pacific Time. The Government makes no guarantee that questions received after this deadline will be answered.

(a) Email Format: The subject line of the email must read: "Questions - RFP N6600126R3608 - [Offeror Company Name]" and must include your Seaport Contract Number in the title.

(b) Question Format: Offerors shall submit questions using a Microsoft Word or Excel document. The document must clearly cite the specific Solicitation Section, Page Number, and Paragraph Number to which the question pertains.

(c) Responses: The Government will consolidate all questions received and provide responses via a formal amendment to the solicitation posted on SAM.gov and the PIEE Solicitation Module. No proprietary information will be included in the Government's published responses.

(6) Proposals may be withdrawn by written notice received at any time before award from an authorized representative.

(7) Unless otherwise specified in the FOPR, the offeror shall propose to provide all items required by the FOPR.

(8) Offerors shall submit proposals in response to this FOPR in English, unless otherwise permitted by the FOPR, and in U.S. dollars.

(9) Offerors may submit modifications to their proposals at any time before the FOPR closing date and time.

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

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

(1) Mark the cover letter 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 task order 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 task order. 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.

(2) Mark each sheet of data it wishes to restrict with the following legend:

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

(j) Task Order award.

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

(2) The Government may waive informalities and minor irregularities/omissions in proposals received, or allow for the correction of these issues through interchanges.

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

L-2 SUBMISSION OF PROPOSALS

(a) General Information

If an offeror (1) fails or refuses to assent to any of the terms and conditions of this FOPR, (2) proposes additional terms or conditions, or (3) fails to submit any of the information required by this FOPR and in the manner specified in paragraph (b) below, then the proposal may be rejected without further consideration or evaluation.

(b) Proposal Format

In addition to all other requirements of this FOPR, each Offeror shall provide a detailed written proposal addressing each of the areas described in Section L to be evaluated in accordance with Section M. Proposals must address the full scope of requirements.

Offerors shall submit electronic files exactly as delineated below. Do not submit any content/files in addition to what is stated in this table. The Government will not evaluate any additional content (e.g., title page, table of contents, acronym list).

Volume / Content	Electronic File Name	Page Limit	Format
Cover Letter	CovLtr	1 page	PDF
Factor 1: Key Personnel Resumes	Resumes	3 pages per resume (Max 9 pages total)	PDF
Factor 2: Oral Presentations	Oral	*See Oral Presentation Guidelines (Attachment 0003)*	PDF / PPT
Factor 3: Cost/Price Narrative	CostNar	No limit	PDF
Factor 3: Prime Cost Proposal	PrimeCost_[*Company Name*]	N/A (Functional Spreadsheet)	Excel (*Att 0004*)

Cost Supporting Data (Prime)	CostData	No limit	PDF
Subcontractor Cost Narrative	SubCostNar_[*Company Name*]	No limit	PDF
Subcontractor Cost Proposal	SubCost_[*Company Name*]	N/A (1 File per Subcontractor)	Excel (*Att 0004*)
Subcontractor Cost Data	SubCostData_[*Company Name*]	No limit	PDF
Standard Forms 33 and 30	SF33	N/A	PDF
Section K (Reps & Certs)	SectionK_[*Company Name*]	No limit	PDF
Responsibility Information	RI_[*Company Name*]	No limit	PDF

Note: The requirement for Position Descriptions/Labor Mapping has been removed, as the Government is providing mandatory labor categories and hours.

Formatting Requirements:

- Spreadsheets: All Excel files must be fully functional spreadsheets that allow for the verification of mathematical logic. Spreadsheets must not be password protected and shall not contain values-only cells where a calculation is required.
- PDFs: Must be original, searchable documents.
- Document Layout: A page is defined as one 8.5" x 11" electronic page with minimum 1-inch margins on all sides. Use a minimum 10-point Times New Roman font with normal character spacing and single line spacing. Font requirements apply to all text, including tables, charts, and graphics.
- Exclusions: Font style/size requirements do not apply to supporting cost data (e.g., DCAA/DCMA correspondence), provided the documents are legible. Formatting limits do not apply to Government-provided attachments.
- Compliance: Offerors shall not circumvent page limitations by cross-referencing other sections. Pages exceeding limits will not be evaluated.

(c) Proposal Content

Proposals shall be submitted in accordance with L-3 "Submission of Electronic Proposals." Each file shall be labeled according to the table above and pages shall be numbered.

Proposals must be detailed, concise, and comprehensive. Organization, clarity, accuracy, relevance, and completeness are of prime importance. Proposals that merely restate the evaluation criteria or use cursory statements without supporting narrative will be deemed unacceptable. The burden of providing thorough information remains solely with the Offeror.

1. Cover Letters

The Prime Offeror and all Subcontractors shall provide a cover letter that includes:

a. Solicitation number and acknowledgment of offer transmission.
b. Identification of all enclosures/attachments transmitted.
c. Company name, address, authorized POC (with phone and email), CAGE code, and Unique Entity ID (UEID).
d. Cognizant DCAA/DCMA branch office (name, phone, email).
e. Accounting system adequacy information (required for CPFF proposals). Provide the report number and date of the cognizant DCAA/DCMA determination stating the accounting system is adequate. Attach a copy of the report if available.
f. Statement of unconditional agreement to all solicitation terms and conditions, explicitly including the DD 254 (Attachment 0002).
g. Acknowledgment of all solicitation amendments.
h. Statement acknowledging the Prime Offeror will administer FAR-compliant contracts with subcontractors and verifies subcontractor responsibility per FAR 9.104.
i. Statement of proposal validity for 180 days after the proposal due date.
j. Statement identifying any exception to the FOPR terms and conditions and provide complete supporting rationale. The Government reserves the right to determine whether any such exceptions are unacceptable. Any exception determined unacceptable by the Government may result in the Offeror's proposal being determined Unacceptable and ineligible for award. This information shall be provided within the Offeror's proposal cover letter. If no exceptions are taken, Offerors shall include a statement stating so within the proposal cover letter.

2. Responsibility Information

To aid in the determination of contractor responsibility (FAR 9.104), submit the following in the RI_[Company Name] file:

a. General financial condition and specific plans for financing the proposed contract.

b. Approval date of the firm's Disclosure Statement (if applicable; N/A for Small Businesses).

c. Summary of quality assurance programs.

d. Summary of equipment and facilities relative to this effort.

e. Any additional information assisting in the responsibility determination.

NON-COST FACTOR

FACTOR 1: Key Personnel Required Qualifications

The table below outlines the mandatory requirements for each Key Personnel category. To advance to the next evaluation factor, at least two of the three proposed Key Personnel must meet all mandatory qualifications. Proposals failing to meet this baseline for at least two individuals will be excluded from further consideration.

Key Personnel Category	Mandatory Security Clearance	Mandatory Experience, Certifications & Technical Competencies
SME / Naval Operations Lead	Active Top Secret/SCI or TS/SCI Eligible with completed Tier 5 investigation at time of submission	• Minimum ten (10) years operational U.S. Navy/Joint experience in Command and Control (C2) and Naval Fires. • Experience with Carrier Strike Group (CSG) or Maritime Operations Center (MOC) planning. • Graduate of a U.S. military command/staff college OR equivalent documented warfare qualification (e.g., Surface Warfare Officer).
Lead Software & AI Engineer	Active Top Secret/SCI or TS/SCI Eligible with completed Tier 5 investigation at time of submission	• Minimum five (5) years hands-on development using microservices, containers, and Kubernetes. • Explicit documented experience developing/integrating Machine Learning /Artificial Intelligence (ML/AI) or Large Language Models (LLM) into operational systems. • DoD 8140/8570 IAT Level II and/or intermediate proficiency level baseline for CSWF approval (e.g., Security+ CE, CySA+)
DevSecOps / Systems Engineer	Active Top Secret/SCI or TS/SCI Eligible with completed Tier 5 investigation at time of submission	• Minimum five (5) years DoD systems engineering. • Demonstrated experience deploying software within the Overmatch Software Armory (OSA) or a comparable DoD DevSecOps pipeline. • Demonstrated experience integrating containerized software into Department of Navy (e.g. CANES) networks and computing environments using microservice architectures and/or service mesh technologies • DoD 8140/8570 IAT Level II and/or intermediate proficiency level baseline for CSWF approval (e.g., Security+ CE, CySA+)

FACTOR 2: Oral Presentations

The oral presentation provides Offerors an opportunity to demonstrate their technical expertise and approach to addressing key challenges within the Command and Control (C2X) environment. The Government will provide the questions to the Offeror and allow one hour to prepare a presentation. The Offeror will then have one hour to present their responses to the Government, for a total of two hours. If invited to the Oral Presentation, offerors shall review the oral presentations guidelines contained in Attachment 0003, Oral Presentation Guidelines.

Offerors will be evaluated on their ability to articulate a comprehensive technical strategy for the entire application and platform lifecycle, methodologies for resolving complex system integration issues, and processes for deploying, managing, and scaling applications securely.

Note: Only Offerors receiving an adjectival rating of "Acceptable" or higher for Factor 2 will advance to Factor 3 (Cost/Price Evaluation).

COST VOLUME

FACTOR 3: Cost/Price Proposal

This volume shall contain price/cost information only. The supporting cost documentation requested is not considered certified cost or pricing data (FAR 15.403-3). However, if the PCO determines adequate competition does not exist, the PCO reserves the right to request certified cost or pricing data. By submitting a proposal, the Offeror grants the Government the right to examine records forming the basis of the proposal.

A Cost-Plus-Fixed-Fee (CPFF) proposal shall be submitted using Attachment 0004 (Cost Proposal Template). This applies to the Prime and all major subcontractors.

Estimated Level of Effort

The labor categories and hours below represent the Government's best estimate. Offerors must propose this exact LOE. Failure to propose the Government's exact LOE may render the proposal non-responsive.

Category	Total Hours	% Gov Site	Gov Site Hrs	% Ctr Site	Ctr Site Hrs	Est. Minimum Direct Rate
PROJECT MANAGER-MANP1	9,600	20%	1,920	80%	7,680	$64.20
SOFTWARE ENGINEER III-SEG3	14,400	50%	7,200	50%	7,200	$75.99
ENGINEER, SYSTEMS II-ESY2	19,200	100%	19,200	0%	0	$66.62
ENGINEER, CYBERSECURITY II-CSE2	9,600	100%	9,600	0%	0	$62.18
ENGINEER, HSI II-EHSI2	960	20%	192	80%	768	$67.35
OPERATIONS SUPPORT III-OS3	9,600	100%	9,600	0%	0	$41.39
SOFTWARE ENGINEER II-SEG2	28,800	50%	14,400	50%	14,400	$63.86
TOTAL HOURS	92,160		62,112		30,048	

Offerors shall use the labor categories provided above in Attachment 0004. If the Offeror's internal labor category designations do not align precisely with the Government's, the Offeror shall provide a cross-reference map. Any unburdened direct labor rate proposed *below* the Government's estimated hourly rate (including applicable escalation for out-years) will be adjusted upwards to the estimated rate during the Government's cost realism analysis.

Direct Labor Rates

The proposal shall identify: (i) proposed labor categories and hours; (ii) direct unburdened hourly rates; and (iii) the source/basis of the rates. Rates shall utilize a 40-hour work week and exclude loading factors.

To verify realism, the Offeror (and subcontractors) shall submit a cost narrative with substantiating documentation. Acceptable documentation includes (in order of preference):

1. Current Payroll: The most recent payroll run for named individuals. The payroll data must clearly and mathematically link to the proposed rate. (e.g., If proposing $60/hr, the payroll document cannot demonstrate a $70/hr actual rate without explanation).
2. Letters of Intent: Signed letters for contingent hires indicating agreed-upon annual salary/hourly rates.
3. Forward Pricing Rates: Copies of current DCMA FPRA/FPRR or DCAA audit reports.

If proposed rates are *not* supported by the documentation above, and are lower than the Government Estimated Minimum Direct Rates in the table above, the Government will adjust the rates upward to the Government's estimated rate during cost realism analysis.

Do not submit average or composite labor rates for named Key Personnel. For option years, Offerors shall not propose a direct labor escalation rate lower than 2%. Proposing less than 2% may result in an upward cost realism adjustment.

Indirect Rates

Identify the proposed indirect rates, the cost pools they are applied to, and the source of the rates (e.g., FPRA, FPRP, Provisional Billing Rates). If approved rates do not exist, submit historical actual incurred rates for the three years prior to the current fiscal year. If a proposed rate is below the three-year historical average, provide a narrative justifying the discrepancy.

Fee

Identify the fee rate and total amount. Do not propose fee on FCCOM, Other Direct Costs (ODCs), or on indirect costs applied to ODCs. Per the SeaPort NxG basic contract, maximum fee on CPFF orders is 8%; however, Offerors may propose a lower competitive fixed-fee amount.

Other Direct Costs (ODCs)

Offerors shall propose ODCs EXACTLY as specified below. No fee may be applied to ODCs; however, standard indirect expenses (e.g., G&A, M&H) may be applied in accordance with disclosed accounting practices.

CLIN	Period	Total ODC Estimate
0002	Base	$50,000
1002	Option Year 1	$50,000
2002	Option Year 2	$50,000
3002	Option Year 3	$50,000
4002	Option Year 4	$50,000

Subcontractors

The Prime Offeror shall list all subcontractors, specifying contract type and business size. Subcontractors receiving CPFF awards must have an adequate accounting system. For FFP or T&M subcontracts, the Prime must explain why another contract type is appropriate and provide the fair and reasonable price analysis (FAR 52.244-2).

Major subcontractors must submit separate, unsanitized cost volumes directly to the Government via the PIEE Solicitation Module prior to the proposal deadline to protect proprietary data.

Uncompensated Overtime

Of the total staff-hours of direct labor set forth above, the estimated competitive uncompensated overtime is zero (0) staff hours.

Accounting System

Offerors and CPFF Subcontractors must have an adequate accounting system to be eligible for award. Ensure DCAA/DCMA proof of adequacy is included in the Cover Letter/Proposal.

L-1 NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST (DEC 1999)
(a) The Offeror's attention is directed to FAR Subpart 9.5 as this FOPR contains a clause relating to organizational conflicts of interest.
(b) If the Offeror or any proposed subcontractor believes it may have an actual, potential, or mitigated OCI, they shall submit an OCI Mitigation Plan.
(c) If the Prime determines no potential OCI exists at any tier, include a statement to that effect. Each subcontractor with no identified OCI shall state such on company letterhead, signed by an authorized representative, and included in the Prime's proposal.

L-3 SUBMISSION OF ELECTRONIC PROPOSALS

(a) PIEE Requirement: Offerors (Prime and all Major Subcontractors) shall submit their proposals electronically via the PIEE Solicitation Module. Paper submissions, faxes, and email submissions will NOT be accepted for this FOPR.

(b) Timeliness: Proposals are due by the date and time specified in block 9 of the SF-33. The PIEE system timestamp will act as the official record of receipt. Proposals will be considered "late" unless the offeror's COMPLETE PROPOSAL (including any required subcontractor PIEE submissions) is finalized in the PIEE system prior to the closing date and time.

(c) File Formatting: Each electronic file shall be clearly named in accordance with the table in FOPR provision L-2 and shall not contain classified data. The files shall be in original searchable text format; and Microsoft Excel for all spreadsheets. All Excel files shall be operable (i.e., formulas should be included and visible in all applicable cells). All signed documents shall be submitted as searchable Adobe Acrobat .pdf files. No files shall be password protected.

(d) Subcontractor Coordination: Subcontractors shall send a sanitized proposal directly to the Prime Offeror for inclusion in the Prime's Cost Volume. The Prime Offeror shall not include a copy of the subcontractor's unsanitized proposal in their submission. Major subcontractors are solely responsible for ensuring their unsanitized cost volumes are uploaded directly to the PIEE Solicitation Module prior to the deadline.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
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		
252.239-7017	Notice of Supply Chain Risk.	Dec 2022		

FAR Clauses Incorporated by Full Text

52.216-1 Type of Contract. (Deviation 2026-O0038) (Feb 2026)

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a COST PLUS FIXED FEE (CPFF) Level of Effort contract resulting from this solicitation.

(End of provision)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

L-237-PAC002 Electronic Cost Reporting and Financial Tracking (eCRAFT) Labor Categories (Feb 2025)

Offerors' must use labor categories listed in eCRAFT:

https://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Labor-Categories/.

Section M - Evaluation Factors for Award

SECTION M - Evaluation Factors for Award

M-1 EVALUATION CRITERIA AND BASIS OF AWARD

The Government intends to award a single contract to the responsible Offeror whose proposal represents the Highest Technically Rated offer with a Fair and Reasonable Price (HTR-FRP). The Government will not conduct a tradeoff analysis between non-cost factors and evaluated cost/price, except in the specific event of a technical tie as described in Step 4 below.

To ensure the Government obtains a performer with the necessary technical superiority and expertise to successfully execute the complex requirements of the SOW, the evaluation and selection process will proceed in the following sequential steps:

Step 1: Go/No-Go Evaluation of Technical Factor 1

The Government will first evaluate all proposals against Factor 1: Key Personnel Required Qualifications on a strictly Acceptable/Unacceptable basis. To advance to the next evaluation factor, at least two of the three proposed Key Personnel must meet all mandatory qualifications. Proposals failing to meet this baseline for at least two individuals will be rated Unacceptable and excluded from further consideration.

Step 2: Technical Rating and Ranking (Factor 2)

Offerors that receive an "Acceptable" rating in Factor 1 will advance to Factor 2: Oral Presentations. The Government will evaluate and assign a technical rating to these presentations. Proposals assessed as reflecting high or unacceptable risk (e.g., Marginal or Unacceptable ratings) will be eliminated from further consideration. The Contracting Officer will then rank the remaining acceptable proposals from highest to lowest based on their Factor 2 technical ratings.

Step 3: Sequential Cost Realism & Price Evaluation

The Government will evaluate the cost/price of only the highest technically rated proposal (identified in Step 2) to determine if the proposed cost is realistic, fair, and reasonable in accordance with FAR Subpart 15.4.

If the Contracting Officer determines the highest technically rated proposal's evaluated cost/price is fair, reasonable, and realistic, that proposal will be selected for award. No further proposals will be evaluated for cost.

If the evaluated cost/price is determined not to be fair, reasonable, or realistic, the Government will reject that proposal and evaluate the cost/price of the next highest technically rated proposal.

This sequential process will continue until the Government identifies the highest technically rated responsible Offeror with a fair and reasonable evaluated cost/price.

Step 4: Tie-Breaking and Tradeoff Procedure

In the event that two or more proposals receive an identical technical rating for Factor 2 and are tied as the highest technically rated proposals, the Government reserves the right to conduct a tradeoff analysis between Factor 2 and Cost among only those tied Offerors. If a tradeoff is utilized to break a tie, Factor 2 is significantly more important than Cost. The Contracting Officer will utilize this tradeoff to determine which of the tied proposals represents the most advantageous offer and best overall value to the Government.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	Feb 2026		