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

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2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	N0002426R5246	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL		

7. ISSUED BY	CODE	8. ADDRESS OFFER TO *(If other than item 7)*
NAVSEA HQ 1333 ISAAC HULL AVE SE, WASHINGTON NAVY YARD DC 20376-5000 WASHINGTON NAVY YARD, DC 20376-5000 UNITED STATES Isaac Pautz, Email: isaac.c.pautz.civ@us.navy.mil Telephone: 202-781-2262	N00024	

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 04:00 PM *(Hour)* local time 13 Jan 2027 *(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	
	Isaac Pautz	202	781-2262		isaac.c.pautz.civ@us.navy.mil

11. TABLE OF CONTENTS

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OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause Number 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

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

FY27 IWS6 NAV ECDIS SW/HW Consolidation

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

NOTE A: Stepladder Pricing (Applicable to CLINs X003, X004, X005, X007, X008) (FFP)

Pricing for these items shall be established at award/option exercise based on the total number of the units the Government orders, using the stepladder unit prices in tables 1-5.

Option(s) shall be exercised, if at all, by written notices signed by the Contracting Officer and sent within the time(s) specified in FAR 52.217-7.

NOTE A- TABLE 1

Navy ECDIS AN/SYN - 1 (v1) HARDWARE

Total Firm Fixed Price Amount (MAX NET AMT)

CLIN	QTY 1	QTY 2-4	QTY 5-8	QTY 9-12	QTY 13+
CLIN 0003	$*	$*	$*	$*	$*
CLIN 1003	$*	$*	$*	$*	$*
CLIN 2003	$*	$*	$*	$*	$*
CLIN 3003	$*	$*	$*	$*	$*
CLIN 4003	$*	$*	$*	$*	$*

NOTE A- TABLE 2

Navy ECDIS AN/SYN - 1 (v2) HARDWARE

Total Firm Fixed Price Amount (MAX NET AMT)

CLIN	QTY 1	QTY 2-4	QTY 5-8	QTY 9-12	QTY 13+
CLIN 0004	$*	$*	$*	$*	$*
CLIN 1004	$*	$*	$*	$*	$*
CLIN 2004	$*	$*	$*	$*	$*
CLIN 3004	$*	$*	$*	$*	$*
CLIN 4004	$*	$*	$*	$*	$*

NOTE A- TABLE 3

Navy ECDIS AN/SYN - 1 (v3) HARDWARE

Total Firm Fixed Price Amount (MAX NET AMT)

CLIN	QTY 1	QTY 2-4	QTY 5-8	QTY 9-12	QTY 13+
CLIN 0005	$*	$*	$*	$*	$*
CLIN 1005	$*	$*	$*	$*	$*
CLIN 2005	$*	$*	$*	$*	$*
CLIN 3005	$*	$*	$*	$*	$*
CLIN 4005	$*	$*	$*	$*	$*

NOTE A- TABLE 4

Navy ECDIS Tech Refresh Hardware SIBS 5 Node P/N 4306443-1

Total Firm Fixed Price Amount (MAX NET AMT)

CLIN	QTY 1	QTY 2	QTY 3	QTY 4	QTY 5+
CLIN 0007	$*	$*	$*	$*	$*
CLIN 1007	$*	$*	$*	$*	$*
CLIN 2007	$*	$*	$*	$*	$*
CLIN 3007	$*	$*	$*	$*	$*
CLIN 4007	$*	$*	$*	$*	$*

NOTE A- TABLE 5

Navy ECDIS Tech Refresh Hardware SIBS 7 NODE P/N 4306443-2

Total Firm Fixed Price Amount (MAX NET AMT)

CLIN	QTY 1	QTY 2	QTY 3	QTY 4	QTY 5+
CLIN 0008	$*	$*	$*	$*	$*

CLIN 1008	$*	$*	$*	$*	$*
CLIN 2008	$*	$*	$*	$*	$*
CLIN 3008	$*	$*	$*	$*	$*
CLIN 4008	$*	$*	$*	$*	$*

The Government reserves the right to unilaterally exercise this option multiple times to increase the quantity under this item, provided that the exercise occurs before the close of the applicable option exercise window set forth under FAR 52.217-7.

If the Government exercises **additional quantities** under the same CLIN/SLIN **within 90 days** of a of a prior quantity increase and within the same ordering period, the units prices for all quantities ordered within that 90 day window, **shall be adjusted** to the stepladder unit price associated with the aggregate quantity during that period.

If additional quantities are exercised **more than 90 days** after a prior increase under the same CLIN/SLIN and within same ordering period, the Government shall apply the stepladder unit price **only the newly added quantities,** and **no adjustment** shall be made to unit prices for quantities previously awarded.

TOTAL CONTRACT QUANTITIES

Regardless of the stepladder ranges shown in Tables 1 - 5 above, the Government may not purchase more than the total following quantities under this contract in the following configurations:

Configuration	**CLIN**	**Total Quantity**
AN/SYN-1 V(x)	CLIN X003, X004, X005 series	160
SIBS GEN	CLIN X007, X008 series	40

For funding and administrative purposes, the Contracting Officer may unilaterally establish separately priced CLINs or subcontract line items (SLINs) at award, option exercise and when quantities increase. The final unit price will be based on the total number of hardware units purchased within that 90-day timeframe.

NOTE B - AN/SYN1 Configuration Pricing (CLINs X003, X004, X005)

CLINs X003 - X005, cover three (3) AN/SYN-1 configurations: V(1), V(2), and V(3). Option pricing will be set at option exercise based on the configuration quantity ordered, using the stepladder tables in Note A, Tables 1 - 3.

The Government will determine the total number of units for each configuration and will price each AN/SYN-1 configuration as a separate priced SLIN using the applicable Stepladder unit.

Note B - Table 1
Navy ECDIS AN/SYN-1 HARDWARE

Item Name	**DLA**	**Item Code**	**FSC**	**V(1)**	**V(2)**	**V(3)**
RACKS	CABINET-1, ELECTRONIC COMPONENT	K7390	5975	1	1	1

RACKS	CABINET-2, ELECTRONIC COMPONENT	K7391	5976	1	1	0
COMPUTERS	COMPUTER, NAVIGATIONAL	00426	6605	6	6	3
DISPLAYS	DISPLAY UNIT	34237	7025	5	6	3
LAPTOPS/ENL	LAPTOP/ENL COMPUTER	J7075	7010	0	1	1

The Government reserves the right to unilaterally exercise this option multiple times to increase the quantity under this item, provided that the exercise occurs before the close of the applicable option exercise window set forth under FAR 52.217-7. If an additional option exercise to increase the quantity occurs within 90 days of other quantities exercised within the same ordering year, then pricing for all units for that ordering year procured within this 90 day period shall be adjusted to the unit price from the stepladder pricing appropriate for the total quantity being procured within the 90 day period. For quantity increases not occurring within 90 days of another option exercise in the same ordering year, the Government shall use unit pricing from the stepladder pricing applicable only to the quantity of units added, and the pricing of previously awarded quantities under the applicable line item will not change.

The Government may add additional components to any configuration. Additional components ordered as part of any configuration shall be shipped as part of the full configuration. Component pricing will be added to the SLIN unit price at the time of option exercise. Prices for the table below will be incorporated in the contract at the time of award.

Note B - Table 2
Navy ECDIS AN/SYN-1 HARDWARE Peripherals

For Note B - Table 2, Offerors shall complete all pricing for the items listed in Note B - Table 2A-2D in Attachment J-10. Attachment J-10 will be used by the Government to populate Section B CLIN pricing for the Base Year and all Option Years throughout the Period of Performance.

NOTE C: Optional items to which the option clause in SECTION I # 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION I) (Oct 2018) applies are marked as (Option) and is to be supplied only if and to the extent said option is exercised. The Government is not obligated to order any or all of these items. Exercise of one option will not obligate the Government to the exercise of other options.

NOTE D: Technical Instructions (TIs) will be issued in accordance with Section C, C-242-H003. Any repair tasking, material and incidental material, travel costs, and other direct costs associated with the performance of TIs shall be reimbursed under CLIN series X011, X014 and X015. The Contractor shall not perform any efforts under this line item until and unless directed by the Government via TI.

NOTE E - The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A and Supplement A-1.

NOTE F: The item is NOT SEPARATELY PRICED (NSP).

NOTE G: The Government reserves the right to order spares per line item or by grouping. The Government is not obligated as to the groupings and number of items for each grouping it may order under each line item. The Government reserves the right to order any quantity within a stepladder subject to the availability of funding at time of initial award or option exercise. Option pricing for this item shall be established at option exercise per the pricing set forth in Attachment J-4 to this contract. The Government reserves the right to unilaterally exercise this option multiple times to increase the quantity under this item, provided that the exercise occurs before the close of the applicable option exercise window set forth under FAR 52.217-7. See Note A

NOTE H: It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder. Orders will be placed in accordance with the terms and conditions of Section C, clause C-217-H002, PROVISIONED ITEMS ORDERS--ALTERNATE I (NAVSEA). Funding will be provided with each order that is placed. Pricing will be set forth on each Provisioned Items Order (PIO). The Offeror shall not propose these items. The negotiated profit rate for any PIO under this contract shall be [**OFFEROR'S PROPOSED PROFIT WILL BE COMPLETED AT TIME OF AWARD BASED ON OFFEROR'S PROPOSAL**].

NOTE I: ADMINISTRATION OF LEVEL OF EFFORT LINE ITEMS

(a) The total contract requirement (i.e., ceiling) for level of effort line items under this contract shall be expressed as a quantity of hours. This ceiling value shall be set forth in Section B, B-216-H006, FEE TABLE for each CLIN. The quantity of hours displayed on each line item represents a maximum ceiling number of labor hours and does not indicate that the Government will necessarily require or task this number of hours during contract performance, or any hours at all.

(b) During the course of this contract the Government may unilaterally establish new separately priced contract line items (CLINs)/subline item numbers (SLINs) by realigning (i.e., transferring) hours from existing CLINs/SLINs within the same year of performance. The newly established CLINs must inherit the contract terms--including contract type, period of performance, and latest option exercise date--of the CLIN/SLIN from which the hours are realigned. Each realignment of hours shall reduce the cost, fee, and price of the line item from which the hours are transferred, and increase the cost, fee, and price of the line item to which the hours are transferred by a proportional amount. The composite cost, fee, and price rates per hour for existing line items are shown in B-216-H006, FEE TABLE.

(c) Hours may be transferred between CLINs/SLINs in differing years of performance (e.g., from 0024 to 2024 or from 4030 to 1030), provided such realignments are accomplished via bilateral modification.

(d) In no event may hours be realigned between CLINs/SLINs of differing contract types (e.g., from 0024 to 0030 or from 0020 to 0028).

All tangible assets and residual material acquired, developed, fabricated, or otherwise generated in the performance of NON-RECURRING COSTS shall be delivered to the Government upon completion of the CLIN. The Contractor shall not retain, dispose of, repurpose, or otherwise use any such items without prior written authorization from the Government. Upon delivery, such items shall be recorded and administered as GovernmentFurnished Property (GFP) in accordance with applicable propertymanagement requirements. Title to all such assets shall vest in the Government at the time of delivery.

NOTE J: For the purposes of contract funding and administration, the Government may unilaterally establish priced alpha SLINs (i.e., deliverable subline items per FAR 4.1004(a)) under this contract line item.

NOTE K: All project management (PM) efforts required to deliver hardware end items shall be included in the price of the associated Firm-Fixed-Price (FFP) CLIN. PM costs shall not be priced separately.

The following SOW tasks are NOT SEPARATELY PRICED (NSP) and must be included in the price of the hardware and software end items: C3.2, C3.2.1, C3.2.2, C3.2.3, C3.2.4, C3.2.5, C3.3, 3.3.1, 3.3.2, 3.3.2.1, 3.3.3, 3.3.4, 3.4, 3.5, 3.6, 3.8, 3.7, 3.8.1, 3.8.2, 3.9, 3.9.1, 3.9.1.1, 3.9.1.2, 3.9.1.3, 3.9.1.4, 3.9.1.5, 3.9.1.6, 3.9.1.7, 3.10, 3.11, 3.11.1, and 3.11.2. All costs associated with completing these tasks shall be included in the Hardware and Software end item costs.

NOTE L: LOE tasking for Hardware CLINS applies exclusively to discrete technical studies issued under Technical Instructions (TIs), such as Diminishing Manufacturing Sources and Material Shortages (DMSMS), Tech Refresh, and other defined analyses. LOE efforts shall not include Program Management (PM) hours intended to support hardware end item delivery. All PM costs related to hardware delivery must be priced within the applicable FFP CLINs.

All tangible assets and residual material acquired, developed, fabricated, or otherwise generated in the performance of NON-RECURRING COSTS shall be delivered to the Government upon completion of the CLIN. The Contractor shall not retain, dispose of, repurpose, or otherwise use any such items without prior written authorization from the Government. Upon delivery, such items shall be recorded and administered as GovernmentFurnished Property (GFP) in accordance with applicable propertymanagement requirements. Title to all such assets shall vest in the Government at the time of delivery

NOTE M - All standalone peripherals shall be ordered under the CLIN X006 series using the pricing in Note B . When peripherals are procured as part of an integrated system solution, the associated integrated peripheral pricing shall be subsumed within the applicable AN/SYN-1 Hardware CLINs and not separately priced or billed under the X006 series.

NOTE N - All tangible assets and residual material, including acquired, developed, fabricated, or otherwise generated material, remaining after delivery of the Navy ECDIS AN-SYN-1 and S-IBS GEN Hardware, incidental material and repair incidental material shall be delivered to the Government as GFP at conclusion of the respective CLINs. The Contractor shall not retain, dispose of, repurpose, or otherwise use any such items without prior written authorization from the Government. Upon delivery, such items shall be recorded and administered as GovernmentFurnished Property (GFP) in accordance with applicable propertymanagement requirements. Title to all such assets shall vest in the Government at the time of delivery.

NOTE P - Subline Items identifying quantity, funding appropriation, and FY designation will be assigned at the time of contract award/Option exercise.

NOTE Q - Contract pricing for Section B stepladder option line items (CLINs X003, X004, X005, X007, and X008) have been pre-populated using the highest stepladder quantity and unit price (the actual quantity and price for each line item will be established at the time of option exercise based on the terms and conditions of the contract.

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	First Article Unit (FAU) FIRST ARTICLE UNITS (FAU) HARDWARE SHALL BE DELIVERED IN ACCORDANCE WITH THE TECHNICAL DATA PACKAGE (TDP) AND THE REQUIREMENTS OF THIS CONTRACT. SEE NOTE: J				
0001AA	First Article Unit (FAU) FIRST ARTICLE UNITS (FAU) NAVY ECDIS AN/SYN-1 (V1) SHALL BE DELIVERED IN ACCORDANCE WITH THE TECHNICAL DATA PACKAGE (TDP) AND THE RQUIREMENTS OF THIS CONTRACT.	1	Each		

	SEE NOTE: J Pricing Arrangement: Firm Fixed Price				
0001AB	First Article Unit (FAU) FIRST ARTICLE UNITS (FAU) NAVY ECDIS Scalable Integrated Bridge System (S-IBS) 5-Node Tech Refresh P /N 4306443-1 SHALL BE DELIVERED IN ACCORDANCE WITH THE TECHNICAL DATA ICDs, AND THE RQUIREMENTS OF THIS CONTRACT. SEE NOTE: J Pricing Arrangement: Firm Fixed Price	1	Each		
0002	PRODUCTION READINESS REVIEW (PRR) COMPLETION OF PRODUCTION READINESS REVIEW (PRR) AS DESCRIBED IN ACCORDANCE WITH SECTION C, STATEMENT OF WORK, PARAGRAPH 5.2 SEE NOTE: J				
0002AA	PRODUCTION READINESS REVIEW AN/SYN-1 COMPLETION OF PRODUCTION READINESS REVIEW (PRR) AS DESCRIBED IN ACCORDANCE WITH SECTION C, STATEMENT OF WORK, PARAGRAPH 5.2 SEE NOTE: J Pricing Arrangement: Firm Fixed Price	1	Each		
0002AB	PRODUCTION READINESS REVIEW SIBS GEN 3 COMPLETION OF PRODUCTION READINESS REVIEW (PRR) AS DESCRIBED IN ACCORDANCE WITH SECTION C, STATEMENT OF WORK, PARAGRAPH 5.2 SEE NOTE: J Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 0003	NAVY ECDIS AN/SYN-1(v1) NAVY ECDIS AN/SYN-1(v1) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				
Option Line Item 0003AA	NAVY ECDIS AN/SYN-1(v1) NAVY ECDIS AN/SYN-1(v1) HARDWARE SEE NOTES: A, B, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	8	Each		
Option Line Item 0004	NAVY ECDIS AN/SYN-1(v2) NAVY ECDIS AN/SYN-1(v2) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				
Option Line Item 0004AA	NAVY ECDIS AN/SYN-1(v2) NAVY ECDIS AN/SYN-1(v2) HARDWARE SEE NOTES: A, B, C, J, K, P, Q	2	Each		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 0005	NAVY ECDIS AN/SYN-1(v3) NAVY ECDIS AN/SYN-1(v3) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				
Option Line Item 0005AA	NAVY ECDIS AN/SYN-1(v3) NAVY ECDIS AN/SYN-1(v3) HARDWARE SEE NOTES: A, B, C, J, K, P Pricing Arrangement: Firm Fixed Price	2	Each		
Option Line Item 0006	NAVY ECDIS AN/SYN- HARDWARE PERIPHERALS NAVY ECDIS AN/SYN-1 HARDWARE PERIPHERALS SEE NOTES: B, C, J, K, M, P, Q				
Option Line Item 0007	NAVY ECDIS S-IBS GEN 5-NODE Scalable IBS 5-Node Tech Refresh SEE NOTES: A, C, J, K, P, Q				
Option Line Item 0007AA	NAVY ECDIS S-IBS GEN - 5 NODE Scalable IBS 5-Node Tech Refresh P/N 4306443-1 SEE NOTES: A, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	3	Each		
Option Line Item 0008	NAVY ECDIS S-IBS GEN 7 NODE Scalable IBS 7-Node Tech Refresh SEE NOTES: A, C, J, K, P, Q				
Option Line Item 0008AA	NAVY ECDIS S-IBS GEN - 7 NODE Scalable IBS 7-Node Tech Refresh P/N 4306443-2 SEE NOTES: A, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	3	Each		
Option Line Item 0009	ENGINEERING SUPPORT NAVY ECDIS SOFTWARE ENGINEERING SUPPORT NAVY ECDIS SOFTWARE SEE NOTES: C, D, E, I, J, L, P		Hours		
Option Line Item 0009AA	ENGINEERING SUPPORT NAVY ECDIS SOFTWARE ENGINEERING SUPPORT NAVY ECDIS SOFTWARE SEE NOTES: C, D, E, I, J, L, N, P Pricing Arrangement: Cost Plus Fixed Fee	16,000	Hours		

Option Line Item 0010	ENGINEERING SUPPORT NAVY ECDIS HARDWARE ENGINEERING SUPPORT NAVY ECDIS HARDWARE SEE NOTES: C, D, E, I, J, L, N, P				
Option Line Item 0010AA	ENGINEERING SUPPORT NAVY ECDIS HARDWARE ENGINEERING SUPPORT NAVY ECDIS HARDWARE SEE NOTES: C, D, E, I, J, L, N, P Pricing Arrangement: Cost Plus Fixed Fee	6,350	Hours		
Option Line Item 0011	TRAVEL AND OTHER DIRECT COSTS (ODCs) In Support of CLIN 0009, 0010, & 0014 NTE: $100,000 SEE NOTES: C, D, I, J, N, P Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 0012	SPARES IF ORDERED THE CONTRACTOR SHALL DELIVER SPARES IN ACCORDANCE WITH SECTION J-4 ATTACHMENT SEE NOTES: C, D, I, J, N Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 0013	RESERVED				
Option Line Item 0014	Repairs Hardware Repairs NTE: 1,000 Hours SEE NOTES: C, D, I, J, L, N, P				
Option Line Item 0014AA	HARDWARE REPAIRS Hardware repairs for CLINS 0003, 0004, 0005, 0007, 0008 NTE: 1,000 Hours SEE NOTES: C, D, I, J, L, N, P Pricing Arrangement: Cost Plus Fixed Fee	1,000	Hours		
Option Line Item 0015	REPAIR MATERIALS Additional materials in support of repair CLIN 0014 NTE: $50,000 SEE NOTES: C, D, I, J, N, P Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 1003	NAVY ECDIS AN/SYN-1(v) System NAVY ECDIS AN/SYN-1(v) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				

Option Line Item 1003AA	NAVY ECDIS AN/SYN-1(v1) NAVY ECDIS AN/SYN-1(v1) HARDWARE SEE NOTES: A, B, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	3	Each		
Option Line Item 1004	NAVY ECDIS AN/SYN-1(v2) NAVY ECDIS AN/SYN-1(v2) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				
Option Line Item 1004AA	NAVY ECDIS AN/SYN-1(v2) NAVY ECDIS AN/SYN-1(v2) HARDWARE SEE NOTES: A, B, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	2	Each		
Option Line Item 1005	NAVY ECDIS AN/SYN-1(v3) NAVY ECDIS AN/SYN-1(v3) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				
Option Line Item 1005AA	NAVY ECDIS AN/SYN-1(v3) NAVY ECDIS AN/SYN-1(v3) HARDWARE SEE NOTES: A, B, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	5	Each		
Option Line Item 1006	NAVY ECDIS AN/SYN- HARDWARE PERIPHERALS NAVY ECDIS AN/SYN-1 HARDWARE PERIPHERALS SEE NOTES: B, C, J, K, M, P, Q				
Option Line Item 1007	NAVY ECDIS S-IBS GEN 5-NODE Scalable IBS 5-Node Tech Refresh SEE NOTES: A, C, J, K, P, Q				
Option Line Item 1007AA	NAVY ECDIS S-IBS GEN - 5 NODE Scalable IBS 5-Node Tech Refresh P/N 4306443-1 SEE NOTES: A, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	2	Each		
Option Line Item 1008	NAVY ECDIS S-IBS GEN 7 NODE Scalable IBS 7-Node Tech Refresh SEE NOTES: A, C, J, K, P, Q				
Option Line Item 1008AA	NAVY ECDIS S-IBS GEN - 7 NODE Scalable IBS 7-Node Tech Refresh P/N 4306443-2 SEE NOTES: A, C, J, K, P, Q	2	Each		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 1009	ENGINEERING SUPPORT NAVY ECDIS SOFTWARE ENGINEERING SUPPORT NAVY ECDIS SOFTWARE SEE NOTES: C, D, E, I, J, L, N, P				
Option Line Item 1009AA	ENGINEERING SUPPORT NAVY ECDIS SOFTWARE ENGINEERING SUPPORT NAVY ECDIS SOFTWARE SEE NOTES: C, D, E, I, J, L, N, P Pricing Arrangement: Cost Plus Fixed Fee	16,000	Hours		
Option Line Item 1010	ENGINEERING SUPPORT NAVY ECDIS HARDWARE ENGINEERING SUPPORT NAVY ECDIS HARDWARE SEE NOTES: C, D, E, I, J, L, N, P				
Option Line Item 1010AA	ENGINEERING SUPPORT NAVY ECDIS HARDWARE ENGINEERING SUPPORT NAVY ECDIS HARDWARE SEE NOTES: C, D, E, I, J, L, N, P Pricing Arrangement: Cost Plus Fixed Fee	6,350	Hours		
Option Line Item 1011	TRAVEL AND OTHER DIRECT COSTS (ODCs) In Support of CLIN 1009, 1010, & 1014 NTE: $100,000 SEE NOTES: C, D, I, J, N, P Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 1012	SPARES IF ORDERED, THE CONTRACTOR SHALL DELIVER SPARES IN ACCORDANCE WITH SECTION J-4 ATTACHMENT SEE NOTES: C, I, J, N, P Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 1013	RESERVED				
Option Line Item 1014	Repairs Hardware repairs NTE: 1,000 Hours SEE NOTES: C, D, I, J, L, N, P				
Option Line Item 1014AA	HARDWARE REPAIRS Hardware repairs for CLINS 1003, 1004, 1005, 1007, 1008 NTE: 1,000 Hours SEE NOTES: C, D, I, J, L, N, P	1,000	Hours		

	Pricing Arrangement: Cost Plus Fixed Fee				
Option Line Item 1015	REPAIR MATERIALS Additional materials in support of repair CLIN 1014 NTE: $50,000 SEE NOTES: C, D, I, J, N, P Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 2003	NAVY ECDIS AN/SYN-1(v) System NAVY ECDIS AN/SYN-1(v) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				
Option Line Item 2003AA	NAVY ECDIS AN/SYN-1(v1) NAVY ECDIS AN/SYN-1(v1) HARDWARE SEE NOTES: A, B, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	4	Each		
Option Line Item 2004	NAVY ECDIS AN/SYN-1(v2) NAVY ECDIS AN/SYN-1(v2) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				
Option Line Item 2004AA	NAVY ECDIS AN/SYN-1(v2) NAVY ECDIS AN/SYN-1(v2) HARDWARE SEE NOTES: A, B, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	2	Each		
Option Line Item 2005	NAVY ECDIS AN/SYN-1(v3) NAVY ECDIS AN/SYN-1(v3) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				
Option Line Item 2005AA	NAVY ECDIS AN/SYN-1(v3) NAVY ECDIS AN/SYN-1(v3) HARDWARE SEE NOTES: A, B, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	8	Each		
Option Line Item 2006	NAVY ECDIS AN/SYN- HARDWARE PERIPHERALS NAVY ECDIS AN/SYN-1 HARDWARE PERIPHERALS SEE NOTES: B, C, J, K, M, P, Q				
Option Line Item 2007	NAVY ECDIS S-IBS GEN 5-NODE Scalable IBS 5-Node Tech Refresh SEE NOTES: A, C, J, K, P, Q				

Option Line Item 2007AA	NAVY ECDIS S-IBS GEN - 5 NODE Scalable IBS 5-Node Tech Refresh P/N 4306443-1 SEE NOTES: A, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	2	Each		
Option Line Item 2008	NAVY ECDIS S-IBS GEN 7 NODE Scalable IBS 7-Node Tech Refresh SEE NOTES: A, C, J, K, P, Q				
Option Line Item 2008AA	NAVY ECDIS S-IBS GEN - 7 NODE Scalable IBS 7-Node Tech Refresh P/N 4306443-2 SEE NOTES: A, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	3	Each		
Option Line Item 2009	ENGINEERING SUPPORT NAVY ECDIS SOFTWARE ENGINEERING SUPPORT NAVY ECDIS SOFTWARE SEE NOTES: C, D, E, I, J, L, N, P				
Option Line Item 2009AA	ENGINEERING SUPPORT NAVY ECDIS SOFTWARE ENGINEERING SUPPORT NAVY ECDIS SOFTWARE SEE NOTES: C, D, E, I, J, L, N, P Pricing Arrangement: Cost Plus Fixed Fee	16,000	Hours		
Option Line Item 2010	ENGINEERING SUPPORT NAVY ECDIS HARDWARE ENGINEERING SUPPORT NAVY ECDIS HARDWARE SEE NOTES: C, D, E, I, J, L, N, P				
Option Line Item 2010AA	ENGINEERING SUPPORT NAVY ECDIS HARDWARE ENGINEERING SUPPORT NAVY ECDIS HARDWARE SEE NOTES: C, D, E, I, J, L, N, P Pricing Arrangement: Cost Plus Fixed Fee	6,350	Hours		
Option Line Item 2011	TRAVEL AND OTHER DIRECT COSTS (ODCs) In Support of CLIN 2009, 2010, & 2014 NTE: $100,000 SEE NOTES: C, D, I, J, N, P Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 2012	SPARES IF ORDERED, THE CONTRACTOR SHALL DELIVER SPARES IN ACCORDANCE WITH SECTION J-4 ATTACHMENT SEE NOTES: C, I, J, N, P Pricing Arrangement: Firm Fixed Price	1	Lot		

Option Line Item 2013	RESERVED				
Option Line Item 2014	Repairs Hardware repairs NTE: 1,000 Hours SEE NOTES: C, D, I, J, L, N, P				
Option Line Item 2014AA	HARDWARE REPAIRS Hardware repairs for CLINS 2003, 2004, 2005, 2007, 2008 NTE: 1,000 Hours SEE NOTES: C, D, I, J, L, N, P Pricing Arrangement: Cost Plus Fixed Fee	1,000	Hours		
Option Line Item 2015	REPAIR MATERIALS Additional materials in support of repair CLIN 2014 NTE: $50,000 SEE NOTES: C, D, I, J, N, P Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 3003	NAVY ECDIS AN/SYN-1(v) System NAVY ECDIS AN/SYN-1(v) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				
Option Line Item 3003AA	NAVY ECDIS AN/SYN-1(v1) NAVY ECDIS AN/SYN-1(v1) HARDWARE SEE NOTES: A, B, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	3	Each		
Option Line Item 3004	NAVY ECDIS AN/SYN-1(v2) NAVY ECDIS AN/SYN-1(v2) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				
Option Line Item 3004AA	NAVY ECDIS AN/SYN-1(v2) NAVY ECDIS AN/SYN-1(v2) HARDWARE SEE NOTES: A, B, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	2	Each		
Option Line Item 3005	NAVY ECDIS AN/SYN-1(v3) NAVY ECDIS AN/SYN-1(v3) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				
Option Line Item 3005AA	NAVY ECDIS AN/SYN-1(v3) NAVY ECDIS AN/SYN-1(v3) HARDWARE SEE NOTES: A, B, C, J, K, P, Q	5	Each		

	Pricing Arrangement: Firm Fixed Price				
Option Line Item 3006	NAVY ECDIS AN/SYN- HARDWARE PERIPHERALS NAVY ECDIS AN/SYN-1 HARDWARE PERIPHERALS SEE NOTES: B, C, J, K, M, P, Q				
Option Line Item 3007	NAVY ECDIS S-IBS GEN 5-NODE Scalable IBS 5-Node Tech Refresh SEE NOTES: A, C, J, K, P, Q				
Option Line Item 3007AA	NAVY ECDIS S-IBS GEN - 5 NODE Scalable IBS 5-Node Tech Refresh P/N 4306443-1 SEE NOTES: A, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	4	Each		
Option Line Item 3008	NAVY ECDIS S-IBS GEN 7 NODE Scalable IBS 7-Node Tech Refresh SEE NOTES: A, C, J, K, P, Q				
Option Line Item 3008AA	NAVY ECDIS S-IBS GEN - 7 NODE Scalable IBS 7-Node Tech Refresh P/N 4306443-2 SEE NOTES: A, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	4	Each		
Option Line Item 3009	ENGINEERING SUPPORT NAVY ECDIS SOFTWARE ENGINEERING SUPPORT NAVY ECDIS SOFTWARE SEE NOTES: C, D, E, I, J, L, N, P				
Option Line Item 3009AA	ENGINEERING SUPPORT NAVY ECDIS SOFTWARE ENGINEERING SUPPORT NAVY ECDIS SOFTWARE SEE NOTES: C, D, E, I, J, L, N, P Pricing Arrangement: Cost Plus Fixed Fee	16,000	Hours		
Option Line Item 3010	ENGINEERING SUPPORT NAVY ECDIS HARDWARE ENGINEERING SUPPORT NAVY ECDIS HARDWARE SEE NOTES: C, D, E, I, J, L, N, P				
Option Line Item 3010AA	ENGINEERING SUPPORT NAVY ECDIS HARDWARE ENGINEERING SUPPORT NAVY ECDIS HARDWARE SEE NOTES: C, D, E, I, J, L, N, P Pricing Arrangement: Cost Plus Fixed Fee	6,350	Hours		

Option Line Item 3011	TRAVEL AND OTHER DIRECT COSTS (ODCs) In Support of CLIN 3009, 3010, & 3014 NTE: $100,000 SEE NOTES: C, D, I, J, N, P Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 3012	SPARES IF ORDERED, THE CONTRACTOR SHALL DELIVER SPARES IN ACCORDANCE WITH SECTION J-4 ATTACHMENT SEE NOTES: C, I, J, N, P Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 3013	RESERVED				
Option Line Item 3014	Repairs Hardware repairs NTE: 1,000 Hours SEE NOTES: C, D, I, J, L, N, P				
Option Line Item 3014AA	HARDWARE REPAIRS Hardware repairs for CLINS 3003, 3004, 3005, 3007, 3008 NTE: 1,000 Hours SEE NOTES: C, D, I, J, L, N, P Pricing Arrangement: Cost Plus Fixed Fee	1,000	Hours		
Option Line Item 3015	REPAIR MATERIALS Additional materials in support of repair CLIN 3014 NTE: $50,000 SEE NOTES: C, D, I, J, N, P Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 4003	NAVY ECDIS AN/SYN-1(v) System NAVY ECDIS AN/SYN-1(v) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				
Option Line Item 4003AA	NAVY ECDIS AN/SYN-1(v1) NAVY ECDIS AN/SYN-1(v1) HARDWARE SEE NOTES: A, B, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	2	Each		
Option Line Item 4004	NAVY ECDIS AN/SYN-1(v2) NAVY ECDIS AN/SYN-1(v2) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				

Option Line Item 4004AA	NAVY ECDIS AN/SYN-1(v2) NAVY ECDIS AN/SYN-1(v2) HARDWARE SEE NOTES: A, B, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	2	Each		
Option Line Item 4005	NAVY ECDIS AN/SYN-1(v3) NAVY ECDIS AN/SYN-1(v3) HARDWARE SEE NOTES: A, B, C, J, K, P, Q				
Option Line Item 4005AA	NAVY ECDIS AN/SYN-1(v3) NAVY ECDIS AN/SYN-1(v3) HARDWARE SEE NOTES: A, B, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	3	Each		
Option Line Item 4006	NAVY ECDIS AN/SYN- HARDWARE PERIPHERALS NAVY ECDIS AN/SYN-1 HARDWARE PERIPHERALS SEE NOTES: B, C, J, K, M, P, Q				
Option Line Item 4007	NAVY ECDIS S-IBS GEN 5-NODE Scalable IBS 5-Node Tech Refresh SEE NOTES: A, C, J, K, P, Q				
Option Line Item 4007AA	NAVY ECDIS S-IBS GEN - 5 NODE Scalable IBS 5-Node Tech Refresh P/N 4306443-1 SEE NOTES: A, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 4008	NAVY ECDIS S-IBS GEN 7 NODE Scalable IBS 7-Node Tech Refresh SEE NOTES: A, C, J, K, P, Q				
Option Line Item 4008AA	NAVY ECDIS S-IBS GEN - 7 NODE Scalable IBS 7-Node Tech Refresh P/N 4306443-2 SEE NOTES: A, C, J, K, P, Q Pricing Arrangement: Firm Fixed Price	1	Each		
Option Line Item 4009	ENGINEERING SUPPORT NAVY ECDIS SOFTWARE ENGINEERING SUPPORT NAVY ECDIS SOFTWARE SEE NOTES: C, D, E, I, J, L, N, P				
Option Line Item 4009AA	ENGINEERING SUPPORT NAVY ECDIS SOFTWARE ENGINEERING SUPPORT NAVY ECDIS SOFTWARE SEE NOTES: C, D, E, I, J, L, N, P	16,000	Hours		

	Pricing Arrangement: Cost Plus Fixed Fee				
Option Line Item 4010	ENGINEERING SUPPORT NAVY ECDIS HARDWARE ENGINEERING SUPPORT NAVY ECDIS HARDWARE SEE NOTES: C, D, E, I, J, L, N, P				
Option Line Item 4010AA	ENGINEERING SUPPORT NAVY ECDIS HARDWARE ENGINEERING SUPPORT NAVY ECDIS HARDWARE SEE NOTES: C, D, E, I, J, L, N, P Pricing Arrangement: Cost Plus Fixed Fee	6,350	Hours		
Option Line Item 4011	TRAVEL AND OTHER DIRECT COSTS (ODCs) In Support of CLIN 4009, 4010, & 4014 NTE: $100,000 SEE NOTES: C, D, I, J, N, P Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 4012	SPARES IF ORDERED, THE CONTRACTOR SHALL DELIVER SPARES IN ACCORDANCE WITH SECTION J-4 ATTACHMENT SEE NOTES: C, I, J, N, P Pricing Arrangement: Firm Fixed Price	1	Lot		
Option Line Item 4013	RESERVED				
Option Line Item 4014	Repairs Hardware repairs NTE: 1,000 Hours SEE NOTES: C, D, I, J, L, N, P				
Option Line Item 4014AA	HARDWARE REPAIRS Hardware repairs for CLINS 4003, 4004, 4005, 4007, 4008 NTE: 1,000 Hours SEE NOTES: C, D, I, J, L, N, P Pricing Arrangement: Cost Plus Fixed Fee	1,000	Hours		
Option Line Item 4015	REPAIR MATERIALS Additional materials in support of repair CLIN 4014 NTE: $50,000 SEE NOTES: C, D, I, J, N, P Pricing Arrangement: Cost No Fee	1	Lot		
Option Line Item 9800	PIO Provisioned Item Orders NTE: $500,000 SEE NOTES: C, H, N, P	1	Lot		

	Pricing Arrangement: Cost No Fee				
9900	DATA DATA IN SUPPORT OF ALL CLINS SEE NOTES E, F				

Additional Regulation or Supplemental Clauses Incorporated by Full Text

B-215-H002 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (OCT 2018) (Oct 2018)

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains(excluding economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4,plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At anytime up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "Disputes" clause (FAR 52.233-1).

(f) The Contractor shall make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

(End of Text)

B-216-H006 FEE TABLE (NAVSEA) (MAR2019) (Mar 2019)

Labor CLIN	Labor Hours	Cost Per Hour*	Fee Rate Per Hour*	Loaded Hourly Rate
0009	16,000	TBD	TBD	TBD
0010	6,350	TBD	TBD	TBD
0014	1,000	TBD	TBD	TBD
1009	16,000	TBD	TBD	TBD

1010	6,350	TBD	TBD	TBD
1014	1000	TBD	TBD	TBD
2009	16,000	TBD	TBD	TBD
2010	6,350	TBD	TBD	TBD
2014	1,000	TBD	TBD	TBD
3009	16,000	TBD	TBD	TBD
3010	6,350	TBD	TBD	TBD
3014	1,000	TBD	TBD	TBD
4009	16,000	TBD	TBD	TBD
4010	6,350	TBD	TBD	TBD
4014	1,000	TBD	TBD	TBD

*The offeror shall divide the proposed fee for each CLIN by the quantity of labor hours indicated to complete the table. Fee is calculated based on cost less FCCOM; if FCCOM is proposed, necessary columns may be added.

In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

(End of Text)

B-227-H001 PROVISIONING TECHNICAL DOCUMENTATION – WITHHOLDING OF PAYMENT (NAVSEA) (OCT 2018) (Oct 2018)

(a) For the purpose of paragraph (c) of the "Progress Payments" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided in said paragraph.

(b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "Technical Data--Withholding of Payment" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "Limitation On Withholding of Payments (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

(End of Text)

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

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

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

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

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

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

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

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

(End of Text)

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

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

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

(End of Text)

B-232-H003 PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (OCT 2018) (Oct 2018)

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

(b) The Government shall make payments to the Contractor, subject to and per the clause in this contract entitled "Fixed Fee" (FAR 52.216-8) or "Incentive Fee", (FAR 52.216-10), as applicable. Such payments shall be equal to **TO BE FILLED AT CONTRAT AWARD** percent (**TO BE FILLED AT CONTRAT AWARD** %) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "Allowable Cost And Payment" (FAR52.216-7), subject to the withholding terms and conditions of the "Fixed Fee" or "Incentive Fee" clause, as applicable (percentage of fee payable is based on fee dollars divided by estimated cost dollars including facilities capital cost of money). Fee shall not be applied on Facilities Capital Cost of Money per FAR 15.404-4(c)(3) and DFARS 215-404-71-4. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, per the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22) or "Limitation of Cost" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) per paragraph(c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

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

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

(End of Text)

Section C - Description/Specifications/Statement of Work

Scope

This Statement of Work (SOW) defines the efforts required for the production, sustainment, integration, verification, validation, assembly, testing, and delivery of the Navy Electronic Chart and Display Information System (ECDIS) Software and Hardware system. The Contractor shall maintain, modify, upgrade, integrate, test, verify, validate and deliver Navy ECDIS Software for both surface and subsurface configurations with the source code provided as Government Furnished Information (GFI) and in accordance with the Software Requirement Document (SRD) and Requirements Traceability Matrix (RTM) . The Contractor shall manufacture, assemble, modify, test and deliver the Navy ECDIS AN/SYN-1 and Scalable IBS (S-IBS) Hardware (collectively referred to as Navy ECDIS Hardware) for both surface and subsurface configuration requirements in accordance with the Technical Data Package (TDP), and Interface Control Documents (ICDs) provided as GFI. All Contractor activities shall result in fully functional, fully documented, and fully traceable software and hardware baselines that meet all performance, cybersecurity, safety, and interoperability requirements defined in this SOW.

2. Applicable Documents

The following documents, in their specified versions, are considered part of the SOW. However, if any discrepancies arise between these referenced documents and the SOW, the provisions in the SOW shall take precedence. The Contractor shall ensure all deliverables, processes, and artifacts comply with the most current versions of these documents unless otherwise directed in writing by the Government.

2.1 Navy ECDIS Related Documentation

PEO IWS6 TDP	ECDIS Technical Data Package (TDP) AN/SYN-1	
PEO IWS6 ICDs	SIBS GEN 3 Interface Control Documents	
PEO IWS6 CMP	Configuration Management Plan	11 MAR 21
PEO IWS6 RMP	PEO IWS 6.0 Risk Management Plan	20 NOV 14
PEO IWS6 DMSMS	Diminishing Manufacturing Sources and Material Shortages (DMSMS) Plan for PEO IWS 6.0	30 JUN 23
PEO IWS6 IUID	Item Unique Identification (IUID) Implementation Plan	11 FEB 19
PEO IWS6 SCG	Security Classification Guide (SCG) ID# 03-198, Shipboard Navigation Systems, PEO IWS 6.0 Version 1	15 DEC 23
PEO IWS6 LCSP	PEO IWS 6.0 Navy ECDIS Software Life Cycle Sustainment Plan	11 MAY 2023
PEO IWS6 SSSP	SOFTWARE SUPPORT SUSTAINMENT PLAN (SSSP)	15 SEP 2022

PEO IWS6 SRD	Software Requirements Document (SRD) for the U.S. Navy Electronic Chart Display and Information System (NAVY ECDIS), Rev 1.0 (with Change 7)	13 JAN 2016 change 06 SEPT 2023
PEO IWS6 RTM	Requirements Traceability Matrix	

2.2 Department of Defense (DoD) and Other Government Documents

DoD 5220.22-M	National Industrial Security Program Operating Manual (NISPOM)	18 MAY 2016
OPNAVINST 5513.1F	Department of the Navy Security Classification Guide	07 DEC 2005
DoDI 4151.24	Depot Source of Repair (DSOR) Determination Process	28 MAY 2019
DoDI 8500.01	Cybersecurity	14 MAR 2014
DoDI 8510.01	Risk Management Framework (RMF) for DoD Information Technology	12 MAR 2014
NIST 800-171 Rev 2	Protecting Controlled Unclassified Information (CUI) in Nonfederal Systems and Organizations	26 FEB 2020
DoDI 5200.48	Controlled Unclassified Information (CUI)	06 MAR 2020
DoDI 5200.01	DoD Information Security Program: Overview, Classification, and Declassification	24 FEB 2012
OPNAVINST 9420.2B	Navy Electronic Chart Display and Information System Policy and Standards (and included references)	4 APR 2024
USFF CRT	Comprehensive Review of Recent Surface Force Incidents	26 OCT 2017
SAE 6906	Standard Practice for Human Systems Integration	08 FEB 2019
DoD 5000.0	Cost and Software Data Reporting Manual	07 MAY 2021
NAVSEAINST 9093.5	Integrated Combat System Certification and Assessment Program for All Submarines	08 MAY 2020
NAVSEA INST	TECHNICAL REVIEW MANUAL (TRM)	18 DEC 2009

2.3 Military Standards (MIL-STD)

MIL-STD-1472H	HUMAN ENGINEERING	15 SEP 2020

MIL-HDBK-502B	Department Of Defense Handbook: Product Support Analysis	27 DEC 2022
MIL-DTL-81927C	Manuals, Technical: Work Package Style, Format, And Common Technical Content Requirements; General Specification	23 JUL 2019
MIL-STD-38784C	Department Of Defense Standard Practice: General Style and Format Requirements for Technical Manuals	04 SEP 2024
MIL-STD-3048C	Department Of Defense Standard Practice Air Force Business Rules for the Implementation of S1000d	15 MAY 2023
MIL-STD-882E	System Safety	11 MAY 2012
MIL-HDBK-2036	General Requirements for Electronic Equipment Specifications	01 NOV 1999
MIL-DTL-901E	Shock Tests, H.I. (High-Impact) Shipboard Machinery, Equipment, And Systems, Requirements For	20 JUN 2017
MIL-HDBK-61B	CONFIGURATION MANANGEMENT GUIDANCE	07 APR 2020
MIL-STD-31000C	TECHNICAL DATA PACKAGE	03 FEB 2025
MIL-STD-461G	Requirements for the Control of Electromagnetic Interference Emissions and Susceptibility	11 FEB 2025
MIL-STD-167-1A	Mechanical Vibration of Shipboard Equipment	02 NOV 2025
MIL-STD-810H	Department of Defense Test Method Standard Environmental Engineering Considerations and Laboratory Tests with Change 1	18 MAY 2022

2.4 **Non-Government Documents and Handbooks**

SAE AS5553C	SAE International Standards: Counterfeit Electrical, Electronic, and Electromechanical (EEE) Parts; Avoidance, Detection, Mitigation, and Disposition	26 MAR 2019
EIA649C	Configuration Management Standard	07 FEB 2019
ANSI/ISO/ASQ Q9001	Quality Management Systems - Requirements	21 OCT 2015

ASTM F1166-07	Standard Practice for Human Engineering Design for Marine Systems, Equipment, and Facilities	16 AUG 2017
ASME Y14.24 - 2020	Types and Applications of Engineering Drawings	PUB 2020
IEEE J-STD-016-1995	Standard For Information Technology Software Life Cycle Process Acquirer Supplier Agreement	SEP 1995
IEEE 1044-2009	Standard Classification for Software Anomalies	07 JAN 2010
IEEE/ISO/IEC 15289.2019	Systems and Software Engineering - Content of life-cycle information items (documentation)	13 JUN 2019
IEEE/ISO/ IEC 12207.2017	Systems and Software engineering -- Software life cycle processes	28 SEP 2017
	Security Technical Implementation Guides (STIGs)	
	Open Web Application Security Project (OWASP), Code Review Guide	JUN 2017

2.5 **Availability of Documents**

Copies of military specifications and standards and DoD adopted non-Government standards may be obtained as described in Federal Acquisition Regulation (FAR) 52.211-1 through 52.211-4. Copies of non-Government publications not listed in the Department of Defense Single Stock Point (DODSSP) for Military Specifications, Standards and Related Publications may be obtained from the respective industry association. Requests for copies of documents not available from either source shall be directed to the Procuring Contracting Officer (PCO).

2.6 **Government Furnished Information**

Items noted as GFI (Attachment J-3) will be provided as part of an electronic database.

3. **Requirements**

3.1. **General**

The Contractor shall perform the work required by this contract in accordance with the SOW requirements, AN-SYN-1 TDP provided as GFI, S-IBS ICDs provided as GFI, the Navy ECDIS Software source code provided as GFI, any updated versions of the GFI as a result of this contract and the Contract Data Requirements Data List (CDRL), DD Form 1423-1, provided as Exhibit A. The Contractor shall procure all materials and provide labor to accomplish the efforts required by the contract and this SOW.

3.2. **Detailed Tasks: Program Management and Control** (Applicable to All CLINS)

3.2.1 **Program Management Office**

The Contractor shall establish and maintain a fully staffed Program Management Office (PMO) and appoint a program manager that is responsible for the management and control of all program elements, specified in this contract, to support the successful on-time delivery of the contract requirements. The PMO shall include, at a minimum, a Program Manager, Deputy Program Manager, Risk

Manager, Configuration Manager, Quality Manager, Security Manager, and Subcontract Manager. The PMO shall maintain responsibility for cost, schedule, performance, risk, cybersecurity, configuration management, subcontractor oversight, and quality assurance. The Contractor shall organize, coordinate, and control all internal project activities (including those of subcontractors) to ensure the correct and timely delivery of all supplies and services required under this contract. The Contractor shall use a metrics-based management approach for planning, scheduling, technical, cost, risk/opportunity, and quality monitoring/reporting with program-wide visibility of planned versus actual efforts under this contract. The Contractor shall provide a Data Accession List (DAL) in accordance with (CDRL A001). The DAL shall specify internally generated data and computer software used by the contractor to develop, test, and manage the program.

3.2.2 **Program Management Plan**

The Contractor shall perform program management functions to ensure all the requirements in the SOW are executed and shall develop, maintain, and submit a Program Management Plan (PMP) in accordance with (CDRL A003). The PMP shall incorporate detailed production planning, milestones, subcontractor oversight processes, and metrics capable of supporting the execution of all tasks required by the contract and this SOW.

3.2.3 **Schedule Management**

The Contractor shall develop, update, and submit an Integrated Master Schedule (IMS) in accordance with (CDRL A004). As the contract progresses the IMS should be expanded to reflect new insights. If delays or work stoppages are expected, that could or will impact the contractual schedule, the Contractor shall notify the Government in writing within two (2) business days of any anticipated or projected work stoppages or delays that will impact schedule. The IMS shall be resource loaded, logically networked, and compliant with the latest DoD IMS Data Item Description (DID) and detailed enough to clearly identify critical and high-risk efforts ensuring that all contract requirements can be realistically planned and executed. The IMS shall include a schedule of repair evaluation and target repair completion for each repair item when authorized by the Government via Technical Instruction(s) (TI(s)).

3.2.4 **Subcontractor Management**

The Contractor shall develop, maintain, and submit a Technical Report - Study/Services, Subcontractor List, listing all subcontractors in accordance with (CDRL A006). The Contractor shall be responsible for the Subcontractor performance and quality of Subcontractor work under this contract. The Contractor shall implement a subcontractor management plan defining selection criteria, surveillance methods, performance metrics, communication protocols, and corrective action processes. The Contractor shall conduct monthly subcontractor performance reviews to monitor and control performance, quality, cost, and schedule according to the Contractor's established subcontract management techniques to ensure that Navy ECDIS program is not adversely impacted. The Contractor shall maintain documented oversight records and subcontractor risks shall be incorporated into the Contractor's Risk Management Plan and IMS.

3.2.5 **Risk Management**

The Contractor shall develop, implement, and maintain a Contractor's Risk Management Plan (CDRL A010) that meets the requirements of the PEO IWS 6.0 Risk Management Plan, provided as GFI. The risk management shall include a process that identifies, evaluates, prioritizes, mitigates, tracks, and reports risks and opportunities across technical, schedule, cost, obsolescence, and subcontractor domains. Risks and opportunities shall be evaluated as to their impact on reliability, safety, supportability, affordability, schedule, and technical performance objectives. The Contractor shall implement mitigation or capture plans that will reduce the risks to an acceptable management level for those risks with the highest probability to occur and capture opportunities. Mitigation plans shall be managed and updated as contract performance proceeds. All risks and opportunities shall be identified and reported to the Government in accordance with Risk Management Status Report (CDRL A010). The Contractor shall brief risk and opportunity management status during each program review, monthly interchange meetings, and technical meetings/data exchanges meetings (see Section 3.3).

3.3 **Meetings** (Applicable to All CLINS)

The Contractor shall coordinate, schedule, prepare, conduct, facilitate, document and participate in reviews, meetings and conferences specified and complete Report, Record of Meeting/Minutes in accordance with (CDRL A009) and Presentation Material in accordance with (CDRL A008) for each meeting specified in this SOW and TI(s). The Contractor shall ensure that all subcontractor agreements and related contractual instruments include explicit language acknowledging that the U.S. Government reserves the right to attend,

observe, and participate in any meetings, reviews, technical discussions, or status updates between the Contractor and its subcontractors that relate to performance under this contract. The Contractor shall not restrict or limit Government attendance at such meetings and shall provide the Government written notice of any of the specified meetings at a minimum fourteen (14) calendar days before the meeting, or as soon as is reasonably possible. Meetings shall be held by teleconference and /or virtually unless specified by the Government.

3.3.1 **Post Award Kickoff Meeting**

The Contractor shall schedule a Post Award Kickoff Meeting within twenty-one (21) calendar days after contract award and hold the Post Award Kickoff Meeting within forty-five (45) calendar days after contract award, at the Contractor's facility, allowing for virtual attendance as well. During the Post Award Kickoff Meeting, the Contractor shall provide a detailed briefing on its management and contract execution strategy. The contract briefing shall include:; an organizational overview; introduction of personnel; schedules, specifically material purchasing schedules; any material with a lead time in excess of twenty-five weeks; a summary of all purchase orders placed to date; a description of the Contractor's quality process, including the quality manager; configuration and obsolescence management; identification of subcontractors; and a discussion of program risks and opportunities and risk mitigation and capture strategies. The Contractor shall plan for a one-day Post Award Kickoff Meeting.

3.3.2 **Navy ECDIS Quarterly Program Review**

The Contractor shall support quarterly (4 times per year) Navy ECDIS Program Reviews (QPRs). Each QPR shall be one (1) to two (2) days in duration, as directed by the Government. The Contractor shall conduct QPRs which shall consist of in person meetings and /or virtual at the Government's discretion, to provide the Government with a detailed assessment of the Contractor's progress. The QPR agenda items shall include Navy ECDIS Hardware Production and Agile Software Release status briefing, management, technical support services (if any), risk/opportunity management, ILS, administrative, assurance of compliance with contract requirements, program status, funding, and problem identification and resolutions. The Contractor shall address actual-versus-expected performance of each of the aforementioned agenda items. The Contractor shall prepare presentation materials for each review and deliver them to the Government at a minimum 5 business days before the QPR takes place. QPRs may be held in conjunction with other navigation reviews or otherwise rescheduled with the written approval from the COR. The Contractor shall make working level personnel available for the reviews. Copies of all the slides, referenced documents, charts and other presentation materials shall be made available to the Government attendees. The Contractor shall prepare and submit an agenda (CDRL A007), presentation material (CDRL A008) and meeting minutes (CDRL A009).

When the QPR and Monthly Interchange Meetings are coincident, the Weekly Interchange Meeting shall be replaced by the QPR. The QPR shall be conducted at the Contractor's facility or at a location of the Governments' choosing.

3.3.2.1 **Program Management Review (PMR)**

The Contractor shall conduct a yearly PMR. The PMR may be held in conjunction with a QPR, in person and/or virtual, as directed by the Government. The PMR shall last no more than three days. The Contractor shall provide a summary of the status for each task in a Progress, Status and Management Report (CDRL A081). The report shall contain the following main sections: Summary, Accomplishments, Current Status, Problem Areas, Risks/Opportunities, Issues, and Mitigation, Cost and Schedule Data, and Future Plans. The reporting period shall cover the duration of the contract. The PMR shall address at a minimum:

- Status of significant/major design, development, testing, qualification, certification, production, logistics efforts, system accreditation status, and/or issue resolution
- Status of significant program events (e.g. QPR, Tests)
- Schedules for individual tasks, delivery orders, and equipment production/deliveries
- Program management metrics
- Software tasking status updates
- Technical Interchanges, including sidebars and splinters
- Task Summary Report
- Status of obsolescence issues and their associated risk
- Hardware production status updates
- TI status updates
- Failure Reporting

- Action item status
- Repair Item status updates

3.3.3 **Monthly Interchange Meetings**

Monthly interchange meetings shall be conducted. At a minimum, the Contractor shall address the following: work accomplished, work planned, progress as related to event-based schedule, cost, overall contract status; number of failed tests, and corrective actions taken; material, supplier, subcontractor and vendor issues; and updates to medium and high-risk items, production status, repair status, configuration and obsolescence management, Diminishing Manufacturing Sources and Material Shortages (DMSMS) status including surveillance, opportunities, risks, and course correction to DMSMS strategies, status of Government property, and the financial status of engineering services line items and TIs; any programmatic challenges that the Contractor may be encountering as well as any identified by the Government and all open action items. The monthly teleconference shall address technical direction and progress; significant problems encountered; and assigned actions The Contractor shall prepare and submit an agenda (CDRL A007), presentation material (CDRL A008) and meeting minutes (CDRL A009).

3.3.4 **Technical Meetings/Data Exchanges**

The Contractor shall support program management meetings, Integrated Product Teams (IPT), Working Groups (WG), Technical Interchange Meetings (TIM), and technical discussion meetings, Test & Evaluation Working Group (TEWG), Integrated Logistic Support Working Group (ILSWG), DMSMS Working Group meetings, and technical discussion meetings. These meetings shall be captured in the IMS and shall be conducted as required by the Government via teleconferences with Government and other organizations. The Contractor shall plan for an average of one two-hour meeting per week. The Contractor shall ensure appropriate technical subject matter experts attend each meeting. The Contractor shall prepare and submit an agenda (CDRL A007), presentation material (CDRL A008) and meeting minutes (CDRL A009).

3.4 **Navy ECDIS Participating Acquisition Managers (PARM) Coordination** (Applicable to All CLINS)

The Contractor shall support coordination with their Assistant Program Managers (APMs) in support of delivering certified Navigation elements to surface and submarine Shipbuilding Programs.

3.5 **Government Furnished Property** (Applicable to All CLINS)

The Contractor shall develop, maintain, and submit a Government Furnished Property (GFP) and Forecasting Report in accordance with (CDRL A002). The Contractor shall also develop, maintain, and submit a Data Accession List for the performance of this contract in accordance with (CDRL A001).

The Contractor shall maintain full accountability and traceability of all GFP from initial receipt through final disposition. In accordance with FAR 52.245-1 and DFARS 252.245-7005, the Contractor shall promptly report any loss, damage, destruction or misuse of GFP within two (2) business days of discovery.

This responsibility extends to all GFP in the Contractor's possession and all GFP located at any subcontractor facility. As required by FAR 52.245-1, the Contractor remains fully responsible for the management, oversight, and stewardship of GFP at every subcontract tier.

The Contractor shall review and reconcile GFP status annually to ensure accuracy, accountability, and compliance with applicable FAR and DFARS property management requirements.

3.6 **Quality Assurance (QA)** (Applicable to All CLINS)

The Contractor shall develop, maintain, and submit a Quality Assurance Program Plan (QAPP) in accordance with (CDRL A011). ANSI/ISO/ASQ 9001 is applicable to this requirement. Please see FAR 52.246-11 in Section E.

3.7 **Packaging, Handling, Storage and Transportation** (Applicable to All CLINS)

The Contractor shall develop, maintain, and update, as directed via TI, a comprehensive PHS&T program that ensures all Navy ECDIS systems are free from damage during production, repair, facility handling, transit and storage. The PHS&T Program shall adhere to marking, reliability, maintainability, safety and human factors requirements in accordance with the MIL-STD requirements cited in Section D of this contract.

3.8 **Program Security** (Applicable to All CLINS)

The Contractor shall comply with C-204-H002 and the requirements of the Security Classification Guide (SCG) ID# 03-198 Shipboard Navigation Systems, and DoDI 5200.01. Security of the Contractor's electronic media shall be in accordance with the above documents and the Contract Security Classification Specification (DD Form 254) provided.

The Contractor shall handle and store classified material up to the SECRET Level as referenced in Attachment J-1, DD Form 254. The Contractor shall maintain a facility clearance of SECRET or higher and be Communications Security (COMSEC) certifiable or certified per the DD Form 254.

The Contractor, and any of their subcontractors or suppliers, shall also comply with all requirements set forth in the DD-254.

The Contractor shall be solely responsible for obtaining any State Department approvals, licenses, Technical Assistance Agreements (TAA), etc. required by the International Traffic in Arms Regulations (ITAR). The Contractor shall submit all requests for State Department approvals, licenses, TAAs, etc. to the Program Office for review.

All Contractor personnel accessing classified information or material associated with and/or performing work under this contract must be United States of America citizens and shall possess and maintain a final security clearance at the SECRET level or higher.

The Contractor shall be required to have access to Controlled Unclassified Information (CUI), formerly known as For Official Use Only information, in the performance of this contract.

The Contractor may use the Defense Technical Information Center (DTIC) to access the current contract specifications and applicable documentation.

The Contractor requires a COMSEC account to accommodate the use of secure communications. The Contractor shall be required to have access to COMSEC and Secret Internet Protocol Router Network (SIPRNet) equipment, or the Contractor may use an approved Contractor-furnished Secure Terminal Equipment (STE) phone to facilitate secure communications.

If the Contractor requires the transfer of classified material, then the Contractor may require use of the Defense Courier Service (DCS).

All Navy ECDIS information is export controlled and must remain under continuous U.S. control. The Contractor shall ensure that ITAR or Export Administration Regulations (EAR) controlled information, critical components or Critical Program Information (CPI) is not released to or developed, tested, fabricated or assembled by foreign: nationals, facilities, Subcontractors, suppliers or vendors.

The Contractor shall develop, maintain, and submit a Program Protection Implementation Plan (PPIP) in accordance with (CDRL A013). As part of the PPIP, the Contractor shall notify the Government of any part, information, material, or labor not provided by a Trusted Source and must obtain specific written authorization from the PCO, Contracting Officers Representative (COR), and IWS 6.0 Security Manager to proceed with its use. A Trusted Source is defined as a source that has the Government confidence in the source's ability to secure national security systems by assessing the integrity of the people and processes used to design, generate, manufacture, and distribute national security critical components. The only anticipated exception would be the Australian United Kingdom United States (AUKUS) effort. The Contractor shall flow down the Trusted Sources and export control requirement to all subcontractors.

3.8.1 **International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR)** (Applicable to All CLINS)

The Contractor shall be solely responsible for obtaining any State Department approvals, licenses, Technical Assistance Agreements (TAA), etc., required by the ITAR and EAR, and shall obtain specific written authorization from the PCO, COR, and IWS 6 Security Manager before seeking such approvals or licenses.

3.8.2 **Contractor Information Systems (IS) Networks** (Applicable to All CLINS)

Contractor Information Systems (IS) networks involved in the development or operation of systems shall be configured and operated in accordance with controlling laws, regulations, and DOD policy (e.g., FIPS PUB 140-2, DODI 8520.02, SECNAVINST 5510.36 B) and all cybersecurity requirements are applicable to the Contractors IS/networks that receive, process, display, store, or transmit DOD information.

The Contractor shall also ensure its internal networks and data have protection to detect and prevent intrusion from sources outside its facilities using known cyber techniques. Project data and information associated with the programs' architecture, design, and interfaces shall be securely stored on Contractor networks as part of program execution. The Contractor shall take all necessary actions to safeguard the data, information systems, and network that contain, transport, process, or store program data. The Contractor shall notify the program office within 24 hours in the event an intrusion has occurred; this is in addition to the DFARS 242.204.7012 72 hours response to DOD with a report.

The Contractor shall protect DoD / DoW data from unauthorized access or disclosure in accordance with DODI 8582.01, DOD-M 5200.01, and the Security Classification Guides indicated in the DD-254.

3.9 **Detailed Tasks: Configuration, Obsolescence, and Technical Data Management** (Applicable to All CLINS)

The Contractor shall maintain and execute configuration management, obsolescence management, and technical data synchronicity. The Contractor shall provide full transparency into the configuration management environment, current and future obsolescence issues, and current technical data throughout the duration of the contract. The Contractor shall work with Government Personnel, Program Office Representatives, and vendors to incorporate revisions and meet changing Government requirements, implement successful obsolescence management, and maintain and provide a TDP that can be verified and validated. The Contractor shall provide changes to the production TDP baseline for the incorporation in the performance baseline. The Contractor shall incorporate process improvements that result in reduced cost, improved schedules, and/or improved performance. The Contractor shall anticipate, identify, and take decisive action on delays, problems, issues, changes, and corrective actions. The Contractor shall be responsive to change and product improvement initiatives.

The Contractor shall maintain comprehensive configuration management and sound obsolescence management data, process. The Contractor shall provide a Technical Data Management process and associated platform management. The Contractor shall be proactive in their communications in order to expedite real-time feedback to Government Personnel, and Program Office Representatives. The Contractor shall integrate all developed capabilities into the TDP delivery and other related data including Engineering Change Proposals (ECPs) and Requests for Variance (RFVs), and obsolescence reports. The Contractor shall be proactive in its identification of technical issues, thorough issue analysis, and effective resolutions. The Contractor shall collaborate with the Government Personnel, and Program Office representatives for TDP management as directed in this SOW and as directed in the IWS 6.0 Configuration Management Plan (CMP) provided as GFI.

3.9.1 **Configuration Management (CM)** (Applicable to All CLINS)

3.9.1.1 **Configuration Management Plan**

The Contractor shall develop and implement a Supplier's CMP in accordance with (CDRL A016), The Supplier's CMP shall incorporate the principles of the IWS 6.0 CMP, provided as GFI. The Suppliers CMP shall demonstrate a disciplined approach to identifying and documenting functional and physical characteristics of material items, change control, reports and records of configuration information. See NAVSEA Configuration Management Contract text (C-243-H003).

The Contractor shall participate in Program Reviews, Configuration Control Boards (CCBs), configuration audits, process improvement teams, working groups, and certification events in support of configuration management.

3.9.1.2 **Configuration Status Accounting (CSA)**

The Contractor shall maintain a Configuration Status Accounting Database to record and track the status of hardware and Software associated with engineering changes and their implementation activities. The Contractor shall record the CSA data for each engineering change to the Navy ECDIS system and shall provide a report of the CSA activities to the Government as Configuration Status Accounting Report (CDRL A017). The report shall include a record of all ECP or Request for Variance (RFV) changes to the Government supplied TDP for the reporting quarter.

3.9.1.3 **Engineering Change Proposals (ECP) and Request for Variance (RFV)**

The Contractor shall generate and submit an ECP (CDRL A018) or RFV (CDRL A019), as appropriate in accordance with the approved Contractor's CMP (CDRL A016). In the event production is impacted due to DMSMS or as a result of hardware production process, the Contractor shall generate an ECP and/or RFV for process changes. All ECPs and RFVs shall include technical justification, cost/schedule impact, risk assessment, and implementation plans. The Contractor shall submit all engineering drawings (CDRL A025).

3.9.1.4 **Navy ECDIS Configuration Control Board**

The Contractor shall establish a CCB to control Software and Hardware baselines. The CCB shall be chaired by the Government (PEO IWS 6) and consist of both Contractors and Government representatives. The CCB shall discuss and review Software Problem Improvement Reports (SPIRs), review of any ECPs for hardware, review GFE/GFI deficiencies and review RFVs. The Government shall schedule the CCB meeting as needed to address SPIRs. The CCBs shall be via teleconference and scheduled within five working days of SPIR. The Government shall provide a list of SPIRs and to be reviewed with each meeting notification, including identification of change authority and integration of the change process with external processes as directed via TI.

3.9.1.5 **Navy ECDIS Configuration Control Documentation**

The Contractor shall manage Class I and Class II ECPs required in the performance of this contract (CDRL A018) and in accordance with the PEO IWS 6.0 CMP as follows:

1. Formal review and adjudication of proposed Class I ECPs and RFVs shall be presented to the Government Local Configuration Control Board (LCCB) for disposition. Resulting recommendations shall be forwarded to the CCB for final approval.
2. The Contractor shall implement Class II ECPs upon concurrence of classification by the Defense Contractor Management Agency (DCMA) engineer. The Contractor shall provide an accounting of all Class II ECPs to the appropriate Government LCCB representative.

3.9.1.6 **Navy ECDIS Configuration Status Accounting (CSA)**

The Contractor shall establish a CSA database to record and track the status of each Hardware and Software engineering change and their implementation activities. The Contractor shall develop and implement requirements and metrics for accurate status accounting and shall provide Configuration Status Accounting Reports (CSARs) (CDRL A017) to the Government.

3.9.1.7 **Navy ECDIS Configuration Verification and Audit**

The Contractor shall conduct both a Functional Configuration Audit (FCA) and a Physical Configuration Audit (PCA) (CDRL A031) in compliance with the three (3) phase audit process defined in the PEO IWS 6.0 CMP via Contractors Configuration Audit Plan (CDRL A032) and Configuration Audit Summary Report and Certification (CDRL A033). The Contractor shall capture, track, and resolve discrepancies. The Contractor shall conduct audits and generate reports, as directed via TI.

3.10 **As-Built Configuration** (Applicable to All CLINS)

The Contractor shall develop an As-Built Configuration List - Common (ABCL-C) for each delivered item in accordance with (CDRL A015). The As-Built List shall extend down to the Lowest Replaceable Unit (LRU)/System Replaceable Assembly (SRA) level and be recorded in a CSA database. The Contractor shall provide and maintain a Parts List in accordance with (CDRL A080).

3.11 **Obsolescence Management** (Applicable to All CLINS)

The Contractor shall monitor, identify, plan for, and recommend solutions for DMSMS and obsolescence issues in accordance with the PEO IWS 6.0 DMSMS Management Plan and PEO IWS 6.0 Risk Management Plan, both provided as GFI. The Contractor shall manage obsolescence issues over the entire period of the contract to ensure compliance with all performance and contract requirements. The Contractor shall collaborate with the Government Personnel, and Program Office representatives for obsolescence management in accordance with paragraph 3.3. Hardware, Software and/or firmware shall be considered obsolete when the item can no longer be procured from the Original Equipment Manufacturer (OEM) or when the Contractor is in receipt of an End-of-Life notification from the vendor or the Government. The Contractors obsolescence management shall include proactive identification of configuration and obsolescence issues, locating part replacement, vendor interface and engineering efforts. The Contractor shall identify all changes that are required to avoid and/or resolve hardware, software and/or firmware obsolescence issues which affects or may affect production or support. At a minimum, the Contractor shall evaluate the following options: technology refresh through product migration to a new product (with either the same or increased functionality or capability), Last of Type Buy (LTB) from the OEM and/or procuring the obsolete item from a third-party source. The Contractor shall initiate actions to resolve obsolescence management issues with sufficient lead-time to preclude impact to Government delivery requirements (including production and fleet requisitions) while meeting the other requirements of this SOW.

The Contractor shall develop, maintain, and implement a DMSMS approach and describe it in a DMSMS Management Plan (CDRL A020). This plan shall be in accordance with DMSMS Management Plan for IWS 6.0 provided as GFI. The plan shall address the following topics as they relate to DMSMS management: long-lead time material, unique processes, tooling, and the impact of state and federal environmental regulations and policy. The performance of the plan shall be evaluated by the DMSMS Implementation Plan in accordance with (CDRL A021).

The Contractor shall deliver a DMSMS Health Assessment Report in accordance with (CDRL A023) for all assemblies, LRUs, and their related Software used on the end item deliverables. The report shall detail the predicted impact of known DMSMS issues and projected DMSMS issues. It shall use the most accurate forecasting data available to the Contractor. The report shall detail the date the assembly and its related higher assemblies shall most likely become unsupportable considering inventories, usage, repair capability, funded upgrades, redesigns, and similar attributes or actions. The report shall cover a minimum of ten (10) years from the date of its publication.

The Contractor shall evaluate each Subcontractors' ability to manage DMSMS. If the Contractor or the Government determines that a Subcontractor has deficiencies in DMSMS management, the Contractor shall either assist the Subcontractor in developing an adequate DMSMS capability or, if that cannot be achieved, assume the DMSMS Management functions for the items provided by the Subcontractor. The Contractor shall report on the health of its Subcontractor using DMSMS Subcontractor's Health Assessment Report in accordance with (CDRL A024).

3.11.1 **Obsolescence/DMSMS Identification**

The Contractor shall implement and maintain a process to identify and immediately notify the Government of pending and/or emergent recall notices, plan for, obsolescence notices, or vendor implemented changes associated with the Navy ECDIS product baseline hardware, software, and firmware (all variants).

The Contractor shall develop, maintain, and submit a report as DMSMS Life Cycle Management Data in accordance with (CDRL A022), notifying the program office of DMSMS issues and projected DMSMS issues. The report shall provide a proposed resolution plan that may include product upgrade, technology refresh, lifetime buys, bridge buys and/or a redesign to meet the requirements of the contract. The Contractor shall provide informal and formal reporting of DMSMS issues and projected DMSMS issues to expedite the process. The report shall provide a proposed resolution plan that may include product upgrade, technology refresh, lifetime buys, bridge buys and/or a redesign to meet the requirements of the contract.

The Contractor shall operate and maintain a case management system. Cases shall be created for each valid DMSMS issue resulting from item monitoring or any other source, including the Government and Industry Data Exchange Program (GIDEP) and the Defense Logistics Agency (DLA). The Contractor shall provide the program office with a list of all open DMSMS case, using DMSMS Life Cycle Management Data (CDRL A023). This information shall be presented at the DMSMS Working Group meeting as specified in Section 3.3.4 of this SOW.

4. **Navy ECDIS Software** (Items if option exercised APPLICABLE TO CLINS x009)

The Contractor shall perform all software sustainment, engineering, development, integration, testing, and delivery activities required to support Navy ECDIS Software under this contract. The Contractor shall perform engineering efforts to support the sustainment of Navy ECDIS Software under this contract. All tasks within SOW paragraph 4, and section 4 subparagraphs, shall be performed in accordance with TIs provided by the COR and PCO.

4.1 Software Engineering support

The Contractor shall detail the efforts and management metrics associated with the engineering support tasking in a Contracting Officer's Management Report in accordance with (CDRL A070). Specifically, The Contractor shall detail the actual expenditures per month against each TI with a breakout of labor hours delivered and dollars expended, including actual material and ODC expenditures. (CDRL A081). The Contractor shall perform analysis and technical studies and provide technical services in the area of shipboard systems engineering support. The Contractor shall provide support to IWS 6.0 In Service Engineering Agent (ISEA) for developing, installing and functionally testing Software for shipboard systems, including system Simulators, On Board Trainers (OBT) and Land Based Test Facilities (LBTF). Areas of particular involvement shall include: Performing investigations and analysis of data, modernization of shipboard systems necessary to develop alteration packages to include SCDs, ECPs, SHIPALTs, and others, as appropriate. Technical Report - Study/Services (CDRL A005).

4.2 Software Sustainment

The Contractor shall perform all necessary tasking to incorporate Government directed changes into the existing software and the current software design provided to the Contractor as GFI and GFP as directed via TI.

The Contractor shall update, maintain, and deliver the Software Design Description (SDD), provided as GFI, in accordance with (CDRL A043), to reflect all architectural, functional, and detailed design changes at the module level.

The Contractor shall update, maintain, and deliver an Interface Control Document (ICD) for each external interface and shall specify design criteria and interface characteristics of the system and subsystems in accordance with (CDRL A044).

The Contractor shall update, maintain, and deliver an Interface Design Description (IDD) (CDRL A045) for the internal interfaces that specifies design criteria and interface characteristics of the system and subsystems as directed via TI.

The Contractor shall develop modifications to Navy ECDIS Software builds to implement specified functionality, while maintaining all performance levels of the Navy ECDIS SRD without degradation as directed via TI. The Contractor shall perform all necessary Software engineering efforts to design, develop, test, and evaluate, Software required to deliver specified Software capabilities, integrating appropriate upgrades and new objective architecture Software to support the production build configuration, in accordance with the Software Development Plan (SDP) (CDRL A059). The Contractor shall develop the Software based on GFI and document detailed capability requirements in the System Requirements Verification Matrix (SRVM). The Contractor shall develop the component requirements, develop component level use case and design data, conduct code reviews, implement the design in Software code, develop unit level test plans and procedures and test at the unit level for inclusion in program builds. The Contractor shall integrate developed or upgraded software components, and GFI Software components to create a Navy ECDIS software capable of running on the designated computing environments.

The Contractor shall define, develop, maintain, and deliver application program interfaces (APIs) and Software to implement the new capabilities and functionalities. The Contractor shall demonstrate conformance with Government requirements using tools and practices in accordance with the Government approved SDP. The Contractor shall minimize the amount of unique non-commercial Software that must be developed in the design of Navy ECDIS Software products. The Contractor shall support the Submarine Integrated Combat System Certification and Assessment Program (Sub ICSCAP) process for enhancing the navigation capability for submarine platforms in accordance with NAVSEAINST 9093.5.

All Navy ECDIS software data and code developed under the scope of this contract whether funded by the Government, the Contractor, or through mixed funding, shall be delivered with at least Government Purpose Rights (GPR) in accordance with DFARS 252.227-7013. The Contractor shall evaluate the existing Software design and architecture to determine the most cost effective and efficient method for performing the required system modifications.

4.2.1 Software Development

As part of software sustainment, the Contractor shall develop and maintain a SDP (CDRL A059).

The Contractor shall follow this SDP for all computer Software to be developed, integrated, or maintained under this effort. See C-227-H007 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (OCT 2018).

The Contractor shall develop, execute, update, and maintain a comprehensive SDP using ISO/IEC/IEEE 12207, ISO/IEC/IEEE 12207.1, and ISO/IEC/IEEE 12207.2 as guidance. Use of software provided by a subcontractor or vendor shall include an acquirer-supplier agreement executed in accordance with IEEE J-STD-016-1995. The SDP shall reference or define the products, the processes, and activities by which the products will be developed; identify and address risks/opportunities; and identify resource requirements (staffing and skill levels, facilities, computer resources). The SDP shall reference or describe the metrics program, define the

Contractor's software management organization and its interfaces, define software standards, define use of tools, identify means of estimating software size, cost, and schedule and measuring progress (e.g., earned value, technical performance measures), and identify methods to produce and monitor a build plan. The SDP shall include processes and methodologies within processes that explicitly define how software development will be accomplished. The Contractor shall describe the software implementation process in the SDP, including software coding standards, interface standards, and code reviews. The Contractor shall provide specific identification of the software development environment (SDE), SDE tools, and descriptions of how they will be integrated in the SDP. The SDP may include references to Contractor internal processes and procedures provided that the Contractor incorporates such processes and procedures into the SDP by reference and makes the processes and procedures available for Government review. Subsequent changes to these references shall be made available for Government review. The Contractor shall maintain the SDP under the CM change control process. The SDP shall define management and technical processes to a sufficient level of detail such that disparate people or teams, independently following the SDP, will implement each process in the same manner and in those details with high leverage over cost, schedule, quality, user satisfaction, and predictability.

The Contractor shall include software processes in compliance with Security Technical Implementation Guides (STIG). The Contractor shall meet the requirements of DODI-STD-8500.01 in the design process and maintain Information Assurance (IA) Compliance.

The Contractor shall deliver the completed Software to the Government as iterative, fully tested releases, as assigned, followed by a final system delivery after successful system level testing efforts. The Contractor shall provide evaluation of test results, investigation of noted discrepancies, and corrective actions to resolve problems (CDRL A047).

The Contractor shall develop new Software, modify existing Software, and/or integrate 3rd party developed Software to meet requirements as directed via TI. As a part of the development, the Contractor shall develop and document the detailed design required to support the operation of the new and modified subsystems and components of Navy ECDIS and shall develop the associated Software and in accordance with the Contractor's SDP. The Contractor shall ensure each incremental delivery of the developmental release is complete and includes the design documentation, Unified Modeling Language (UML) and Sys ML TM models (or approved commercial equivalent), data models, and commented source code for the release.

The Contractor shall report the status of computer development problems, computer Software TR occurrence and resolution, and Software configuration control Technical Report Studies Services (CDRL A005). The Contractor tasking shall include:

a. Managing the reporting and correction of problems in the computer Software, including identification, management, and control of the source libraries affected.

b. Providing the system engineering required to evaluate the applicability to development upgrades of reported problems, and the requirements for ensuring continuing system integrity.

c. Definition of or translation of corrections in existing builds to upgrades under development (actual coding to be performed under this contract or a separate development contract vehicle).

d. Definition of any required change to development documentation as a result of paragraph c above.

e. Providing the configuration identification and control for the code and documentation required to support multiple computer Software upgrades.

The Contractor shall update the SDP to include future upgrades, enhancements, and ECPs (CDRL A059), as directed via TI.

4.2.2 **Software Sustainment Plan**

The Contractor shall ensure that software sustainment adheres to the existing Navy ECDIS Software Life Cycle Sustainment Plan (LCSP), provided as GFI. The Contractor shall identify any changes or additional requirements to the Government for integration into the existing LCSP.

4.3 **Software Architecture and Modeling**

The Contractor shall maintain an allocation of requirements from the prevailing system requirements document (SRD or equivalent), as well as derived requirements, to the lowest level defined in the system model in DOORS. The deliverables shall include all artifacts required to build and run the model including source code, build scripts, and any modifications to open source, COTS, or GFI products

required to execute the model. The Contractor shall deliver a V&V plan (CDRL A072), and a V&V report (CDRL A073) for each model release. The model shall be executable on COTS hardware and COTS or open-source operating systems. The model shall not depend on any proprietary artifacts unless explicitly approved in writing by the Government.

The Contractor shall deliver updated System/Subsystem Design Description (SSDD) documents (CDRL A074) derived from the system model for each new capability.

The Contractor shall use the UML or an approved equivalent (e.g. AADL) to model the architecture of the Software within each combat system element. The Contractor shall develop and deliver:

1. Internal and external Interface Design Definition (IDD) documents (CDRL A045);
2. Interface models that form the basis for the IDDs;
3. Each Software component's Message Definitions;
4. A single new IDD for the system LAN publish/subscribe messages, using the system model, and/or the Software architecture model; and
5. Software design descriptions (i.e., models) (CDRL A043) for each Computer Software Configuration Item (CSCI) using model outputs to replace legacy design documents for those CSCIs.

The Contractor shall provide Software model documentation for each incremental release documenting that release and changes to the design. Software documentation, models, and design shall reflect the code implementation. In response to Government comments to the associated CDRLs, data shall be incorporated into the next incremental release and documented in the system and Software design models and derivative design documents of that next build.

4.4 Software Builds for Specific Navy Ships

The Contractor shall successfully integrate the new Software capability into a ship-specific build and test it. The Contractor shall support problem resolution for the developmental build of the system on all ship platforms. The Contractor shall deliver all source code, objects, scripts, executables, simulation Software, models, etc. required to build, install, load, operate, maintain and update the application. The Contractor shall test all deliverable Software builds with a full Quality Assurance controlled configuration to support Government acceptance and delivery to the fleet. Production testing shall include certification, Information Assurance, Safety, Logistics and Training supportability product quality per the approved test plan. The production Software shall be delivered per the schedule requirements as directed via TI.

4.5 Software Requirements Specification (SRS)

The Contractor shall prepare and submit an SRS (CDRL A053) for each CSCI as directed via TI. The SRS shall be reviewed, updated, and resubmitted with each Navy ECDIS Software Build or as directed by the Government. The SRS shall specify the requirements for each CSCI and the methods to be used to ensure that each requirement has been met. Requirements pertaining to the CSCI's external interfaces may be presented in the SRS or in one or more Interface Requirements Specifications (IRSs) referenced from the SRS. The SRS shall provide a complete behavioral description of the software, including use cases, state transitions, data flows, and error handling. It includes a set of use cases that describe all of the interactions that the users shall have with the Software. It also contains functional requirements, which define the internal workings of the Software: that is, the calculations, technical details, data manipulation and processing, and other specific functionality that shows how the use cases are to be satisfied. It also contains nonfunctional requirements, which impose constraints on the design or implementation (such as performance requirements, quality standards or design constraints). Each CSCI shall reference the SRS that it implements, and every subunit shall identify the specific requirement from the SRS that it implements to ensure requirement traceability.

4.6 Software Version Description (SVD)

The Contractor shall document Software builds and component interfaces from CM through an SVD (CDRL A057). The documentation shall include version identification, a summary of the changes from the previous build, resolved and unresolved issues, compatibility between versions and subcomponents, installation procedures, operating environment, development environment, list of components included in the build and notes and assumptions. A description of the capabilities and limitations for each build shall be included in this documentation. Software builds may include the release of individual Software components along with supporting documentation and artifacts. Delivery of this documentation shall be in accordance with the approved SDP and PEO IWS 6 CM Plans (CMPs).

The Contractor shall ensure the Software installation requirements documented in the SVD provides detail adequate to support Information Assurance Certification and Accreditation, including a CM change history, a manifest of media contents, a checksum or hash information to validate the installation files were not tampered, procedures to install the Software, and a list of known issues, as summarized by the following list:

Inventory (of materials released - listing delivered items and related external Software.)

Complete Navy ECDIS installation and configuration procedures (this would be for all build applicable Software: includes related Software, applicable external Software, required/target environments, Pre/post installation checks and verifications, trouble-shooting errors/issues)

1. Fixed trouble report list (Changes installed, Deltas from previous Baseline)
2. Possible Problems and Known Errors / Open High Severity TRs (Capabilities and Limitations)
3. Validity checks & Power Up/Down procedures
4. Checksum/Hash information to validate that installation files were not tampered
5. SSDS user and password management
6. TOR/TR reporting form
7. Reference to ship specific data (site data, adaptation data) - Separate SVDs
8. Engineering Update information
9. Configuration Update information
10. Tactical Database - Separate SVD
11. Video Switch and configuration
12. Data Recording (Disk) Configuration
13. Anti-Virus info
14. Procedures for Switching from Sim SSR to Live SSR & Live SSR to Sim SSR
15. Revision History
16. Scope
17. Referenced and related documents
18. Glossary
19. SVD Comment Form

4.7 **Software Product Specification (SPS)**

The Contractor shall prepare and submit an SPS (CDRL A052). The SPS shall be reviewed, updated, and resubmitted with each Navy ECDIS Software Build. The SPS contains the executable Software, source files, and Software support information, including "as built" design information and compilation, build (to include information sufficient to reproduce the build environment), and modification procedures, for each CSCI. The SPS shall provide a detailed design and description of Software Items (SI) comprising the product baseline and is analogous to the Item Detail Specification of hardware Configuration Item (CI) in the product baseline of a hardware system. The source files, compilation and build files (e.g., Makefile), etc., shall be delivered in the form of a complete SCM repository copy of the current build, with additional documentation in the SPS required as outlined above.

4.8 **Software Design Description (SDD)**

The Contractor shall perform all engineering, design, documentation, and configuration management activities to incorporate Government directed changes into the applicable elements and the current system design provided to the Contractor as GFI and GFP.

The Contractor shall update, maintain and deliver the Software Design Description (SDD) (CDRL A043) provided as GFI that describes the architecture, functionality, and detailed design of the Software components to the module level. The SDD shall document and define the Software architecture, Software tables, columns, data exchanges, stored procedures, functions, triggers, indexes, relationships, defaults, checks, roles, users, permissions, file groups, and dependencies. The SDD describes the design of a component. The SDD will also contain descriptions of the component-wide design decisions, the component architectural design, and the detailed design needed to implement the Software. The Contractor shall document the system and Hardware Configuration Item (HWCI) design information in accordance with (CDRL A065) - Scientific and Technical Reports.

4.9 Interface Control Document (ICD)

The Contractor shall develop, update and maintain an ICD for each external interface and shall specify design criteria and interface characteristics of the system and subsystems in accordance with (CDRL A044) - Interface Control Document (ICD). The ICDs shall specify design criteria and interface characteristics of the interfaces of defined Computer Software Configuration Item (CSCI), HWCI, systems and subsystems including internal and external interfaces subsystems in accordance with (CDRL A044) - Interface Control Document (ICD).

4.10 Software Transition Plan (STrP)

The Contractor shall prepare and submit a STrP (CDRL A055). The STrP shall be reviewed, updated and resubmitted, if required by the Government and directed via TI, with each Navy ECDIS Software Maintenance Build. The STrP shall identify the Hardware, Software, and other resources needed for the life cycle support of the Navy ECDIS Software and describe the Contractor's plans for transitioning the Software to the Government.

4.11 Interface Design Description (IDD)

The Contractor shall prepare and submit the IDD. The IDD shall be reviewed, updated, and resubmitted if required, with each Software Maintenance Build. The IDD shall describe the interface characteristics of one or more systems, subsystems, HWCIs, CSCIs, manual operations, or other system components. The IDDs shall identify all external interfaces. The documentation shall include details for each message sent by each executable, broken down by word and data element. Each word and data element shall be fully described within the documentation. For interfaces defined by other systems and published in other documents, the IDD shall only reference the other documents (CDRL A045) Interface Design Description (IDD).

4.12 Software Quality Assurance (QA)

The Contractor shall establish and maintain a quality management system that complies with E-246-H020 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA)(OCT 2018) and shall adhere to the quality program controls outlined in E-246-H023 QUALITY REQUIREMENT FOR SOFTWARE DEVELOPMENT OR PRODUCTION (NAVSEA)(JAN 2019). The Contractor shall submit a Software Quality Assurance Program Plan (QAPP) that documents all of the information, instructions and documentation necessary to produce quality Software in complete conformity with contractual requirements. The Software QAPP shall address the Software quality provisions of IEEE/ISO/ IEC 12207.2017. The Software QAPP shall contain measurable quality objectives and the metrics by which they are to be measured. The Software shall adhere to the approved Software QAPP. The Software QAPP shall be reviewed with each exercised contract option and, if required, revised and resubmitted as Software Quality Assurance Program Plan (CDRL A011).

4.13 Commercial Off the Shelf (COTS) Software

The Contractor shall evaluate all COTS Software products incorporated into the Navy ECDIS system and identify any necessary updates to those products as required by support schedule. Updates shall be considered when current COTS have a planned end of life occurring on or before December 2033. COTS Software selection and implementation shall meet Information Assurance (IA) requirements DODI-STD- 8500.01 requirements with no Category I or II findings, commencing with the first integration and test event through acceptance. The Contractor shall select Software in accordance with the DADMS list of approved Software.

The Contractor shall provide to the Government all necessary COTS based Software products, along with supporting documentation and all required licenses - System/Subsystem Specification (SSS) (CDRL A046). This Software shall include all COTS Software incorporated into the Operating Environment (OE) baseline(s) as well as Software packages utilized to generate OE baselines and application Software but not incorporated into the OE. The Contractor shall ensure interoperability of such Software with the OE and shall document any interdependencies (such as minimal revision required) in the appropriate Software Version Description(s) (SVD) in accordance with (CDRL A057). All licensing requirements/restrictions for each COTS product shall be documented in the License Supportability Plan in accordance with (Scientific and Technical Reports (CDRL A065), License Supportability Plan. This documentation requirement includes all delivered Software licenses necessary to provide the Navy ECDIS Software capabilities and support full lifecycle implementation) - Logistics Management Information (CDRL A049), Software Product Sustainment Plan (CDRL A048).

4.14 Software Testing

4.14.1 Contractor's Master Test Plan (MTP)

The Contractor shall develop Test Plan - Master Test Plan (MTP) (CDRL A038). The scope of the MTP shall be defined via TI. The Contractor shall perform all testing in accordance with the MTP and test procedures. The Contractor shall develop and deliver a Test /Inspection report for any test performed in accordance with - Test Report/Inspection Report (CDRL A040). The MTP shall define test entrance/exit criteria, required test assets, configuration baselines, and test data management processes.

4.14.2 Software Test Plan (STP)

The Contractor shall prepare and submit the Software Test Plan (STP) (CDRL A050). The STP shall be reviewed and updated with each Navy ECDIS Software Maintenance Build. The STP shall describe plans for qualification testing of each CSCIs and Software integration testing and Software system testing. The plan shall describe the Software test environment to be used for the testing, the configuration management plan for the test environment, an identification of risks for the testing planned, identification of the tests to be performed, testing criteria, prerequisites for the test event including hardware, databases, Operating System Settings, lab configuration diagrams, lab configuration validity check, best practices, image configuration, configuration file settings, regression testing strategy, and acceptance criteria; and provide schedules for test activities. The plan shall include unit cyber testing to include but not limited to input validation testing ("fuzz testing"), privilege escalation testing where privileged functions occur, and integrated unit functionality and conformance testing, integrated cyber security testing, and external penetration testing.

4.14.3 Test Readiness Review (TRR)

The Contractor shall successfully complete a Test Readiness Review (TRR) before the commencement of the associated Environmental Qualification Test. The TRR shall convene a minimum of two weeks before the test and shall consist of a meeting between the PEO IWS 6.0 Test & Evaluation (T&E) Manager, or the designated Government representative, and the Contractor. The Contractor shall conduct a pre meeting with the Government no later than 10 business days prior to each TRR. The Contractor shall not proceed to testing until the Government issues written TRR approval.

4.14.4 Software Test Description (STD)

The Contractor shall prepare and submit the Software Test Description (STD) (CDRL A054). The STD shall describe the test preparations, test cases, and test procedures to be used to perform qualification testing of each CSCI or a Software system or subsystem. The STD, Software test cases (CDRL A058) and test procedures shall be reviewed and updated, as directed via TI, in support of testing each maintenance Software build.

4.14.5 Software Test Report (STR)

The Contractor shall prepare and submit the Software Test Report (STR) (CDRL A051) for each of the Software Maintenance Builds. The STR shall document all qualification, integration, and system level test results, including executed procedures, observed outcomes, discrepancies, corrective actions, and final pass/fail status. The Contractor shall provide detailed analysis of failures, root cause assessments, and recommended corrective actions.

4.15 Installation

The Contractor shall support the ISEA with the fielding of Ship Change Documents (SCDs) as directed via TI.

The Contractor shall support the ISEA in performing installation of Navy ECDIS Software and Engineering Changes (ECs) ashore and aboard ships, on a schedule provided by the Government as identified by the Program Office. The effort includes testing and checkout of Navigation systems pre and post physical installation. For ship installations, the Contractor shall use NAVSEA Technical Specification (NSTS) 9090-310 as guidance. As directed via TI, the Contractor shall support the ISEA in providing installation troubleshooting, system operation validation testing (SOVT) support, on the job training and training support to the installed ship or facility personnel on a schedule provided by the Government.

The Contractor shall support government provided fleet fielding plans by recommending and evaluating navigation system requirements for Government determination to meet target ship integration capability packages and baseline upgrades to ensure forward fit and backfit compatibility. The Government will furnish updated fleet fielding plans on an iterative basis, generally on a quarterly schedule, subject to change based on shipbuilding and program updates. Upon receipt of each updated fielding plan, the Contractor shall review the changes, evaluate impacts to navigation system requirements, and provide recommendations and analysis in accordance with the timelines and deliverables specified in this Statement of Work.

4.16 **Human Systems Integration (HSI)**

The Contractor shall apply HSI principles and design activities during the planning, design, integration production, and sustainment of the Navy ECDIS Software. The Contractor shall develop and execute an HSI program that ensures Human Factors Engineering (HFE), Manpower, Personnel, Training, Environment, Safety, Occupational Health (ESOH), Personnel Survivability, and Habitability aspects and requirements have been coordinated and incorporated into the layout, design, and development of systems having operator, maintainer and supporter interfaces. The execution of the HSI program shall be conducted in accordance with SAE 6906 Standard Practice for Human Systems Integration.

4.16.1 **Human Systems Integration Program Plan (HSIPP)**

The Contractor shall develop an HSIPP (CDRL A060) that clearly describes specific activities to be conducted to effectively address each of the seven HSI domains as they relate to the ECDIS system. If any domain is not applicable to the system, the Contractor shall provide written justification to the COR for approval.

The HSIPP shall include an integrated schedule of HSI tasks and deliverables to be completed by the Contractor. General descriptions are insufficient; the HSIPP shall include detailed, actionable tasks and domain specific engineering activities to ensure each HSI domain is sufficiently addressed and those tradeoffs across domains and with engineering and logistical design have been optimized. The HSIPP shall describe the approach to developing and managing HSI requirements, elements, and functionalities to ensure the attainment of all HSI domain objectives. The HSIPP shall include HSI scope and structure, HSI engineering process and controls, HSI schedule, and the HSI engineering team composition for all HSI activities. The HSIPP shall identify applicable standards and guidelines to ensure that HSI objectives are met.

The Contractor shall submit a Human Systems Integration Program Plan (CDRL A060) and Human Systems Integration Report (CDRL A061).

4.16.2 **HSI Integrated Product Team or Working Group**

The Contractor shall identify the HSI representatives for a Government-led quarterly HSI IPT, which shall meet to review HSI issues across Navy ECDIS Software. The coordination review meetings shall be scheduled as directed via TI. At a minimum, the meeting agendas shall include status reporting, coordination of domain efforts, analysis of problem areas, conducting of domain and design trades, evaluation of schedules and proposed changes to the Navy ECDIS Software. This forum will be used to coordinate efforts across the suite of Navigation systems such that the human systems ramifications of any proposed change to the Navy ECDIS system will have will be understood prior to any final decision. The Contractor shall prepare and submit an agenda (CDRL A007), presentation material (CDRL A008) and meeting minutes (CDRL A009).

4.16.3 **Human Factors Engineering (HFE)**

The Contractor shall develop effective human-system interfaces and preclude system characteristics that require extensive cognitive, physical, or sensory skills; complex manpower or training intensive tasks; or result in frequent or critical errors on Navy ECDIS Software. The Contractor shall identify and execute as required by the Government HFE tasks, according to the Human Engineering Program Plan (HEPP) (CDRL A062), to ensure that all systems will be designed to account for human capabilities and limitations and shall design systems, equipment, and user interfaces in compliance with established design standards (e.g., MIL-STD-1472H). HFE aspects of the HSI program shall be conducted in accordance with MIL-STD-46855A.

4.16.4 **Human Engineering Design Approach- Operator**

The Contractor shall describe all equipment which interfaces with operators, providing a source of data to evaluate the extent to which equipment having an interface with operators meets human performance requirements and HFE criteria for Navy ECDIS Software.

The Contractor shall describe the layout, detail design, and physical arrangement of equipment having an operator interface including operator tasks associated with the equipment. The Contractor shall describe the extent to which human performance requirements and applicable HFE design criteria (MIL-STD-1472H) have been incorporated into the layout, design, and arrangement of equipment having an operator interface. Findings from analysis of operator tasks shall be presented as part of the rationale supporting the layout, design, and integration of equipment (CDRL A063).

4.16.5 **Human Engineering Design Approach - Maintainer**

The Contractor shall describe the equipment which interfaces with maintainers, providing a source of data to evaluate the extent to which equipment having an interface with maintainers meets human performance requirements and HFE criteria on Navy ECDIS Software. The Contractor shall describe the characteristics, layout, and installation of all equipment having a maintainer interface (excluding depot level "maintenance actions") and maintainer tasks associated with the equipment. The Contractor shall describe the extent to which the requirements and applicable HFE design criteria (MIL-STD-1472H) have been incorporated into the design, layout, and installation of equipment having a maintainer interface. Results from analysis of maintainer tasks shall be presented as part of the rationale supporting the layout, design, and installation of the equipment (CDRL A064).

4.16.6 **Human Computer and Graphical User Interface Development**

The Contractor shall improve upon existing design process to integrate the sailor with the new Navy ECDIS capability and hardware, conduct usability analysis, standardize Human System Interfaces designs and conduct design-to-human effectiveness in accordance with MIL-STD-1472H and utilize Common Presentation Layer (CPL) Guide as directed via TI. The Contractor shall ensure, through human-in-the-loop testing, that all system user interfaces are effective and efficient, and satisfy operability requirements as defined by Fleet user representatives using Human Computer Interface (HCI) prototypes and story boards (MIL-HDBK-1908 Definition of Human Factors and Terms) - Scientific and Technical Reports (CDRL A065); and HCI Analysis as directed via TI.

4.17 **Open System Architecture (OSA)**

The Contractor shall produce Software with an OSA using modular design, standards-based interfaces, and widely supported consensus-based standards in accordance with the requirements documents wherever possible. The Contractor shall define, document, and follow an Open Systems Management Plan (CDRL A066). The Plan shall address re-configurability, portability, maintainability, technology insertion, vendor independence, reusability, scalability, interoperability, upgradeability, and long-term supportability. The Contractor shall ensure OSA principles are applied consistently across all software components and interfaces.

4.18 **Navy ECDIS Ship Integration**

The Contractor shall support all Navy ECDIS system-level and element-level integration activities in accordance with the SOW. Activities for this role include the following engineering areas, the associated processes, and products. The Contractor shall support integration of Navy ECDIS Software without degrading service, performance or function of existing or previously installed systems. The Contractor shall provide support for the required coordination for Government review and approval of all plans and activities listed below.

a. Navy Modernization Plan (NMP)

b. Submarine Warfare Federated Tactical System Processes (SWFTS)

c. NAVSEA Navigation Certification (NAVCERT)

d. PEO IWS Element Certification

e. Integrated Logistics Certification

f. Interface Design Specifications (IDS) and Interface Change Requests (ICR) development/changes.

g. Support of and collaboration with Government activities across Navy ECDIS Software and/or Hardware affected ship and submarine classes

h. Support Planning Yard / Installation coordination

i. Support Baseline development & sustainment planning

j. Technical Trade studies,

k. Development and update of TDPs

4.19 **Navy ECDIS Baseline Management**

The Contractor shall implement and maintain configuration controlled baseline management processes for all Navy ECDIS elements throughout development, testing, fielding, and sustainment to ensure element configurations are defined and controlled. All element changes shall comply with these processes and applicable CMPs. The Contractor shall provide Baseline configuration reports at major program milestones, System Engineering Technical Review events, and certification events. Reports shall identify configuration changes, impacts, risks, and required Government decisions.

4.20 **Navy ECDIS System Safety**

The Contractor shall develop, maintain, and submit a Software Support Sustainment Plan (SSSP) (CDRL A082). The Contractor shall ensure that the SSSP adheres to the IWS 6 Navy ECDIS Software Support Sustainment Plan (SSSP), provided as GFI.

The Contractor shall, as directed via TI, perform system safety assessments on plans, specifications, technical reports, briefs, white papers, Concepts of Operations (CONOPS), Test and Evaluation Management Plans (TEMPs), Top Level Requirements (TLRs), Operational Requirements Documents (ORDs), and System Requirements Documents (SRDs) - Technical Report-Study/Services (CDRL A005).

The Contractor shall, as directed via TI, perform system safety assessments on plans, specification changes, Test Observation Reports (TORs), Computer Program Change Requests (CPCRs), Software Change Requests (SCRs), Interface Change Requests (ICRs), Ship Change Documents (SCDs), Engineering Change Proposals (ECPs), Specification Change Notices (SCNs) (CDRL A075) and all other design and requirement documentation associated with forward and back-fit program developments - Technical Report-Study/Services (CDRL A005) and - Presentation Material) (CDRL A008).

The Contractor shall provide Systems Safety Engineering support to Navigation related working groups, integrated product teams, control boards, land-based test, underway testing, and PEO IWS Navigation related system engineering and Technical Governance activities, as directed - Report Record of Meeting/Minutes (CDRL A009), - Technical Report-Study/Services (CDRL A005).

The Contractor shall support Government accident/incident investigations and reports, as directed - Technical Report-Study/Services (CDRL A005) and (CDRL A008) - Presentation Material.

The Contractor shall support continuous process improvements, adaptations, and evolving Government requirements, including submission of recommendations as directed - Technical Report-Study/Services (CDRL A005).

4.21 **Design Reviews**

The Contractor shall coordinate, schedule, prepare, conduct, facilitate, document, and participate in reviews, meetings and conferences specified herein. The Contractor shall deliver presentation materials when requested by the Government. Read-ahead Contractor presentation materials shall be delivered to the Government in accordance with CDRL A009. The Contractor shall support meetings and reviews and deliver the following:

- In Process Reviews (IPRs)
- System Requirements Review (SRR)
- Preliminary Design Review (PDR)
- Critical Design Review (CDR)
- Test Readiness Review (TRR)
- Technical Interchange Meetings/Syncs (TIMs)
- Integrated Logistics Support (ILS) Guidance Meeting

- Functional / Physical Configuration Audits (FCA/PCA)

The Contractor shall, as directed via TI, provide safety engineering support for design reviews, shipboard integration, fielding, testing, and major program milestones including System Design Review (SDR), Preliminary Design Review, (PDR), Critical Design Review (CDR), and Developmental Test/Operational Test (DT/OT) events Technical Report-Study/Services (CDRL A005).

4.22 **Navy ECDIS ISEA Support**

As directed via TI, the Contractor shall support the ISEA in the initiation of Ship Change Documents (SCDs).

As directed via TI, the Contractor shall provide assistance in generating engineering, training, technical publication development, program management, technical support, and other support relating to surface vessel navigation systems and steering/propulsion control systems.

Remote technical support (relating to system troubleshooting), onsite technical support (relating to system troubleshooting), onsite ship checks supporting ship installation drawing development, V&V test execution, and installation oversite support may be required and will be directed via TI if needed. Support to the ECDIS ISEA may also include support for, or direct development of, trade studies, system requirements, system designs, V&V test plans, V&V test execution, operations technical manual development maintenance technical manual development, and technical data package development (preliminary ship installation drawings, installation wire connection lists, system interconnect diagrams, system signal flow diagrams and other items supporting system deployment on Navy's surface vessels) as directed via TI.

The Contractor's training services shall include operational, maintenance, and ISEA-support evolutions for systems supported by Contractor. The Contractor shall conduct these evolutions at the Contactor's facility, in Government facilities (to include Government's other contracted facilities), and on surface vessels to train ISEA personnel, regional maintenance center personnel, and fleet personnel to operate, maintain and support systems supported by the Contractor.

The Contractor's technical publication development shall include creation and or update of technical publications directing the operation, maintenance or support systems supported by Contractor (CDRL A078) (CDRL (A079).

The Contractor's technical services shall, as directed via TI, include other mechanical, production, and electrical work associated with prototype development, onsite system troubleshooting, installation oversite support, and post-installation testing to the Navy ECDIS system.

The Contractor shall procure incidental materials and components (ODC CLINs x009) as directed via TI.

4.22.1 **Navy ECDIS System Engineering Technical Review (SETR) Event Requirements**

The Contractor shall conduct SETR events in accordance with the NAVSEA Technical Review Manual (TRM) and as directed via TI. Objectives for each SETR event are detailed in the TRM and may be tailored with prior government approval. The Contractor shall use model-based systems engineering (MBSE) models to capture and incorporate program requirements in support of systems engineering and associated SETR events.

4.23 **Software Deficiency/Problem Corrections**

The Contractor shall utilize the Government Point of Entry website database provided to document and manage all identified Software discrepancies. The Government shall provide read access to the SPIR database. The Contractor shall be provided an editable excel file to forward and/or update SPIRs into the government database. The Contractor shall record all Software discrepancies discovered during Contractor Formal Qualification Test (FQT) and provide SPIR file updates within five working days of discovery.

SPIRs can be detected in one of four methods, Analysis, Inspection, Demonstration and/or Test. All SPIR entries shall be reviewed by the SCCB before being entered into the SPIR database by the Contractor and Government. Data entered shall include: Severity, Priority, State, Analyst, Title, Issue Description, Related Trouble Report(s), Location, Comments/Action and Status. SPIRs shall include problems interrelated between the Computer Software Configuration Items (CSCIs) and problems related to the overall Software architecture. SPIR consequence shall be assessed against the likelihood of occurrence as per NAVSEAINST 9410.2A. SPIR Priority shall be assessed against Probability as per IEEE 1044. All implemented SPIRs must be tested to verify correction prior to Software delivery.

4.24 **Navy ECDIS In-Service software Fleet Support**

The Contractor shall provide (as directed via TI):

a. Technical services in support of Fleet In-service Navy ECDIS Software elements for current and future ships and submarines.

b. Technical support as needed to facilitate system delivery, installation, and technical assistance responses and underway support to surface ships and submarines. A Technical Situation Report (SITREP) shall be submitted at the end of each day when onboard ship or shore sites conducting computer program installations, support, or trouble resolution.

c. Technical support as needed in the troubleshooting and operational restoration of Navy ECDIS System computers and networks in response to deficiencies reported by the Fleet. Troubleshooting and restoration efforts may be conducted via distant support methods (e.g., email, chat, etc.) or onboard ships as requested by the Government.

d. Short-notice, in-theatre technical assistance support as directed.

e. Continuous reach-back technical assistance (24/7/365) to ships and submarines.

4.25 **Software Delivery**

The Contractor shall deliver all the executables, source code, Application Program Interfaces (APIs), and development tools and supporting artifacts for all Contractor developed Software scripts and Software applications not developed exclusively at private expense in accordance with DFARS 252-227-7017. The Contractor shall provide the computer Software product in accordance with the Computer Software Product (CDRL A047). The Contractor shall deliver the Software to the Government with all the developmental elements required for the Government to generate an installable image or modify any element of the system. The delivery shall support the Government in generating a loadable image and configuring an existing system or a new (never before configured) system such that the system performs the same as the developmental system did during test. The Contractor shall provide assistance as needed for the Government team to successfully compile, build, load, configure, and operate a newly installed version.

The Contractor shall deliver the Navy ECDIS Software builds once Contractor and Government testing is completed and the Software is approved for use and as directed via TI. Follow-on Maintenance Builds shall be delivered once Contractor and Government testing is completed and the Software is approved for Navy ECDIS (CDRL A047).

The Contractor shall ensure interoperability of commercial computer Software with the OE and shall document any interdependencies (such as minimal revision required) in the appropriate Software Version Description(s) (SVD) (CDRL A057). All licensing requirements/restrictions for each Commercial Off-The-Shelf (COTS) product shall be provided as part of the SVD. This documentation requirement shall include delivery of full paid Software licenses which provide sufficient rights for the Government to meet and fulfill the needed and necessary Navy ECDIS Software capabilities over its lifecycle.

Prior to delivering software, The Contractor shall provide supporting technical data, including detailed test results and analyses (CDRL A040), substantiating that the Navy ECDIS Software has achieved, at a minimum, TRL 7 in accordance with Department of Defense TRL definitions and as directed via TI.

The Government will review the Contractor's TRL 7 substantiation materials and conduct an independent assessment to validate the maturity level. If the Government determines that the Navy ECDIS Software has not met TRL 7 criteria, as defined in the Technology Readiness Assessment Guidebook and per the requirements provided via TI, The Contractor shall perform the required work to advance the software to TRL 7 at no additional cost to the Government within a mutually agreed timeframe.

No Technical Instructions (TIs) or follow-on efforts intended to progress the Navy ECDIS Software to TRL 8 or TRL 9 shall be initiated until the Government has issued written confirmation that the TRL 7 requirements have been satisfactorily met.

The Contractor shall deliver Software (CDRL A047), including fully paid, transferrable licenses applicable for run-time, Interactive Electronic Technical Manuals (IETM), validated software installation instructions, and SVDs. The Contractor shall not use proprietary or vendor unique Software, Hardware, test equipment or technology for the development, maintenance and update of the ECDIS Software. The Contractor shall maintain the source code without any proprietary markings and with Government Purpose Rights (GPR) as defined by DFARS 252.227-7013 and DFARS 252.227-7014.

4.25.1 **Software User's Manual**

The Contractor shall develop and maintain a manual that includes installation procedures for complete installation, configuration and set-up of Navy ECDIS Software (CDRL A056) and in accordance with MIL-STD-38784C including configuration tool and drivers as part of the System Performance Specification (SPS) (CDRL A052).

5. Navy ECDIS Hardware

5.1 Detailed Tasks: First Article Units (CLIN 0001)

5.1.1 First Article Unit (FAU) Production

The Contractor shall manufacture FAUs for the AN/SYN-1 Hardware and S-IBS Hardware as referenced in the provided TDP and ICDs. The FAUs shall be manufactured with tools, materials, methods, and vendors which will be used to manufacture the production systems. The FAUs shall conform in every respect to the requirements of this contract and shall be fully tested by the Contractor in accordance with this SOW to determine compliance with the requirements.

The Contractor shall conduct Functional Configuration Audit (FCA), Physical Configuration Audit (PCA), Final Acceptance Testing (FAT) on FAUs as outlined in Sections 5.1.3, 5.1.4 and 5.3.5.3. The Contractor shall conduct First Article Test in accordance with FAR 52.209-3 in Section I.

5.1.2 **Hardware First Article Testing** (Applicable only to CLIN 0001)

The Contractor shall conduct first article testing on the first article units delivered for Navy ECDIS Hardware. First Article Testing shall be comprised of Final Acceptance Testing, Section 5.3.5.3. The system used for first article testing shall be manufactured with tools, material and methods which are the same as the tools, material and methods which will be used to manufacture the production systems. The system used for first article testing shall conform in every respect to the requirements of this contract and shall be fully tested by the Contractor in accordance with this SOW to determine compliance with said requirements. First article tests shall be performed in accordance with the Test Plan, Acceptance Test Plan (CDRL A038) and Test Procedure, Acceptance Test Procedures (CDRL A039). The Contractor shall repair any fault or failure found on the first article unit(s) during first article testing and shall modify its production process to eliminate recurrence of that fault or failure in future production systems. The Contractor shall develop a Test/Inspection Report, Acceptance Test Report (CDRL A040), including descriptions of any faults or failures and how they were resolved in the first article unit and the production process, for each first article test performed. The Contractor shall allow the Government to be present for FAU testing. If faults or failures are discovered in the first article unit, the Contractor shall retest the repaired FAU at no additional cost to the Government, until all FAU acceptance criteria are met.

5.1.2.1 **Exit Criteria for Acceptance of FAU**

The Contractor shall have completed FAU CLINs 0001 when:

1. All required material has been procured, manufactured and assembled.
2. The Contractor shall conduct First Article Test in accordance with the FAR 52.209-3 in Section I and Section 5.1.2
3. The FAU has successfully completed a Functional Configuration Audit (FCA) in accordance with 5.1.3.
4. The Contractor has delivered a Configuration Audit Summary Report and Certification in accordance with the (CDRL A033).
5. The FAU has successfully completed a Physical Configuration Audit (PCA) as outlined in section 5.1.4
6. Each FAU has successfully completed Final Acceptance Testing (FAT) in accordance with the section 5.3.5.3 and (CDRL A042).
7. Each FAU has successfully passed inspection at Origin.
8. Each FAU has successfully passed EQT in accordance with section 5.1.5.
9. Each FAU has is delivered free of counterfeit parts or materials in accordance with section 5.3.5.
10. Following CDRLs below have been received and approved by the Government, with all re-occurring CDRLs delivered as current/final having been approved by the Government:

    a. Configuration Management Plan (CDRL A016)

    b. DMSMS Management Plan (CDRL A020)

c. FCA Plan (Section 5.1.3) and FCA Report (CDRL A030)

d. PCA Plan (Section 5.1.4) and PCA Report (CDRL A031)

e. FAT Procedures in accordance with (CDRL A042)

f. Approval received from the COR and/or the PCO

5.1.3 **Functional Configuration Audits (FCA)**

The Contractor shall support the Government in supporting a Functional Configuration Audit (FCA) (CDRL A030). The audit shall be conducted jointly by the Government and Contractor with the Government representative acting as Chair. The FCA shall be completed prior to the first delivery of the applicable CLINs. The Contractor shall host the audit in its facility. The FCA shall verify the configuration items' performance against its approved configuration documentation. The Contractor shall provide a suitable workspace and make all pertinent design documentation and drawings readily available to verify that they accurately represent the appropriate "as-built" configuration. The Contractor shall document the results of the FCA audit in a Configuration Audit Summary Report and Certification in accordance with (CDRL A033). The Contractor shall correct any identified discrepancies to the design. All such costs related to correction of deficiencies and FCA repetition shall be borne by the Contractor. The Government will conduct FCA in accordance with the guidelines outlined in the Contractor's Configuration Audit Plan (CDRL A032).

The FCA shall be conducted prior to the Physical Configuration Audit (PCA) on the Navy ECDIS system. Delta FCA(s) shall be conducted on the Navy ECDIS FAU AN/SYN-1 and S-IBS systems following correction of any identified deficiencies. A delta FCA shall be conducted on the Navy ECDIS system prior to PCA. The Contractor shall perform additional delta FCA(s) following correction of any identified deficiencies found during the FCA for the Navy ECDIS systems.

The Contractor shall pass FCA by completing all tasks in the FCA Checklist of the Technical Review Manual (TRM), provided as GFI, and shall not proceed to Full Rate Production (FRP) prior to receiving written approval from the Government.

5.1.4. **Physical Configuration Audit (PCA)**

The Contractor shall support a Government witnessed PCA. A separate PCA shall be conducted for each manufactured FAU. PCAs shall be performed in accordance with a Government-approved Contractors Physical Configuration Audit Plan, to be delivered in accordance with (CDRL A031).

The PCA shall be sufficiently detailed to verify that each FAU has been manufactured in full compliance with the TDP and the contract, including any TDP Government approved redlines. The PCA shall be conducted at the Contractors facility. The Contractor shall document the results of the PCA audit in Configuration Audit Summary Report and Certification in accordance with (CDRL A033).

If the FAU fail PCA as a result of as-built Hardware deficiencies (including deficiencies associated with TDP redlines), the Contractor shall correct all identified deficiencies findings of the audit, including any Hardware deficiencies, and repeat the PCA until the Government determines that the FAU has successfully passed PCA. All costs associated with correcting deficiencies and PCAs shall be borne by the Contractor. No additional cost to the Government shall result from any required rework or repeated PCA activities.

The Contractor shall pass PCA by completing all tasks in the PCA Checklist of the Technical Review Manual (TRM), provided as GFI, and shall not proceed to Full Rate Production (FRP) prior to receiving written approval from the Government.

5.1.5 **Environmental Qualification Testing**

The Contractor shall develop, execute, maintain Test Plans/Test Procedures, Environmental Qualification Test. The Contractor shall perform environmental qualification testing on the Navy ECDIS systems updates developed under this contract, including temperature testing, vibration testing, humidity testing, and shock testing and deliver results in accordance with Test/Inspection Reports (CDRL A040). The Contractor Environmental Qualification Testing shall demonstrate that the developed updates meet all environmental requirements. The Contractor shall ensure that all testing is coordinated with and overseen by the Government.

5.2. **Production Readiness Review (PRR)** (CLIN 0002)

The Contractor shall conduct a PRR to determine whether the production facility is ready for production. The PRR focuses on assessing the readiness of the manufacturing processes, the Quality Management System, and the production planning (i.e., facilities, tooling and test equipment capacity, personnel development and certification, process documentation, inventory management, supplier management, etc.). The PRR shall evaluate the full, production-configured system to determine if it correctly and completely implements all system requirements. The PRR shall determine whether the traceability of final system requirements to the final production system is maintained. The Contractor shall identify existing and projected manufacturing problems and areas of risk and shall assess the progress in the Contractor's planning to achieve production rates required under the delivery schedule. The PRR shall determine if production or production preparations incur unacceptable risk that might breach thresholds of schedule, performance and cost. Delta PRR(s) shall be conducted on all FAU systems following correction of any identified deficiencies. The Contractor shall perform additional Delta PRRs following correction of any identified deficiencies found during the FCA and/or PCA for all FAU systems.

A successful PRR shall demonstrate that the Navy ECDIS Hardware is ready to commence production. The PRR shall be conducted within fifteen (15) business days after successful completion of First Article Testing (FAT) and the Physical Configuration Audit (PCA).

The Contractor shall pass PRR by completing all tasks in the PRR Checklist contained in the Technical Review Manual (TRM), provided as GFI. The Contractor shall not proceed with Full Rate Production (FRP) until receiving written approval from a Government Program Office Representative. As part of the PRR, the Contractor shall identify and incorporate any required changes to production line readiness, capacity, and the manufacturing fabrication, production, delivery and acceptance schedule when deviations from the PRR established production baseline occur.

5.3 **Detailed Tasks: Hardware Manufacture, Assembly, and Testing (**If options are exercised, CLINs x003, x004, x005, x007, x008, x012, and 9800**)**

5.3.1 **Hardware Manufacture and Assembly**

The Contractor shall manufacture and assemble the Navy ECDIS systems configurations, back-fit kits, spares peripherals, and Installation and Checkout (INCO) kits in accordance with the SOW, the AN/SYN-1 TDP (provided as GFI), S-IBS ICDs (provided as GFI), variant specifications, and all documentation provided as GFI in Attachment J-3. INCO components for each configuration are listed in the Spares List, provided as Attachment J-4. The Contractor shall order all long lead material for funded line items within 30 days of option exercise. Long lead material is defined as material with a lead time in excess of 16 weeks. The Contractor shall develop, maintain, and submit a Long Lead Times Material Report in accordance with (CDRL A034).

The Contractor shall procure materials, fabricate, manufacture, assemble, and conduct all component and manufactured item testing necessary to ensure the quality of all manufactured and COTS products satisfy the requirements of this contract. The Contractor shall submit a Failure Reporting, Analysis and Corrective Action System (FRACAS) in accordance with (CDRL A035) to report failures identified during production, component, sub-assembly, or system testing.

The Contractor shall furnish provisioned item spares in accordance with the procedures specified in this contract. The Contractor shall perform in accordance with orders placed by the PCO. The Contractor shall furnish such provisioned item spares as may be ordered by the Government in accordance with the procedures specified in this contract. The Contractor shall perform in accordance with orders placed by the PCO. Orders placed on the Provisioned Item Order (PIO CLIN 9800) will identify the support parts and quantities, packaging, and consignment instructions for the parts to be furnished.

5.3.1.1 **Navy ECDIS Hardware** (If options are exercised, CLINs x003, x004, and x005)

The Contractor shall manufacture and assemble the Navy ECDIS AN-SYN-1 variants. The Contractor shall ensure all AN/SYN1 units meet configuration, performance, environmental, and interface requirements prior to acceptance.

5.3.1.2 **Navy ECDIS Hardware** (If options are exercised, CLINs x007 and x008)

The Contractor shall manufacture and assemble the Navy ECDIS S-IBS variants. The Contractor shall ensure all SIBS GEN units meet configuration, performance, environmental, and interface requirements prior to acceptance.

5.3.1.3 **Navy ECDIS Peripheral Items** (CLINs x006)

The Contractor shall manufacture, assemble, and deliver all Navy ECDIS AN/SYN1 Peripheral Items identified under CLIN x006. The Contractor shall ensure that all peripheral items meet the required configuration, performance, environmental, and interface specifications prior to Government acceptance. All items shall be fully compatible with the Navy ECDIS AN/SYN1 system architecture and shall be verified for interoperability with associated hardware and software components.

5.3.2 **Item Unique Identification (IUID)**

The Contractor shall apply DoD IUID marking to the Unit level assemblies, and their associated LRU/SRA procured under this contract as required by DFAR 252.211-7003, ITEM UNIQUE IDENTIFICATION AND VALUATION, and Unit/LRU lists provided as GFI. IUID pedigree data for LRUs embedded in Unit level assemblies shall be entered into the IUID Registry as children to the parent Unit. LRUs procured as spares shall not have a parent-child relationship. The Contractor shall utilize MIL-STD-130N for IUID marking. The Contractor shall submit ECPs for changes required to the TDP to meet the Unique Item Identifier (UII) labeling requirement in accordance with the ECP process. The description of change in each ECP shall include applicable UII marking method and location recommendations. The Contractor shall maintain marking and verification records for all IUID qualifying items manufactured on this contract. These records shall be available for inspection by the Government at any time during the life of this contract. The Contractor shall deliver an Item Unique Identification (IUID) Marking Plan (CDRL A036).

The Contractor shall deliver the final IUID Marking Activity, Validation and Verification Report in accordance with (CDRL A037).

5.3.3 **As-Built Configuration List (ABCL-C)**

The Contractor shall develop a, As-Built Configuration List - Common (CDRL A015) for each delivered item. The as-built list shall extend down to the Lowest Replaceable Unit (LRU)/System Replaceable Assembly (SRA) level and be recorded in a Configuration Status Accounting database. The list of LRUs/SRAs is provided as GFI.

5.3.4 **Testing**

The Contractor shall develop, maintain, and submit a Test Plan, in accordance with the Acceptance Test Procedures developed in accordance with (CDRL A039). The Contractor shall develop, maintain, and submit Test Procedures, Acceptance Test Procedures (CDRL A039). The Contractor shall conduct testing for each manufactured items, modified items, and COTS items in accordance with the Government approved Test Plan, Acceptance Test Plan (CDRL A038) and Test Procedure, Acceptance Test Procedure (CDRL A039) prior to delivery to the Government. The Contractor shall deliver a Test/Inspection Report, Acceptance Test Report in accordance with (CDRL A040) for each test event. The report shall include descriptions of any faults or failures encountered during testing and how each was resolved.

5.3.4.1 **Security Production Assurance Plan (SPA)**

The Contractor shall develop, maintain, and submit a Test Plan, Security Production Assurance Plan (SPA) (CDRL A041) . The Contractor shall develop, maintain, and submit a SPA Test Procedures (CDRL A039). The Contractor shall conduct required testing in accordance with the approved SPA Test Plan (CDRL A038) and the approved SPA Test Procedures (CDRL A039) and submit a Security Production Assurance Report (CDRL A041) as directed via TI.

5.3.4.2 **Manufacturing Acceptance Testing (MAT)**

The Contractor shall conduct component level manufacturing testing on all COTS items, manufactured items, modified items, and repaired items. The Contractor shall perform MAT, in accordance with the Government approved Test Plan, Acceptance Test Plan (CDRL A038) and Test Procedure, Acceptance Test Procedures (CDRL A039). The Contractor shall provide the facilities and test equipment necessary to perform MAT. The Contractor shall utilize ECDIS Baseline computer Software loads (to be defined and provided by the Government as GFI after contract award) as part of MAT. The Contractor shall provide the results of all MAT events in Test/Inspection Report, Acceptance Test Report in accordance with (CDRL A040). The report shall include descriptions of any faults or failures encountered during testing and how each was resolved.

The Contractor shall perform MAT on all items/equipment to ensure conformance with requirements, drawings and specifications defined in the TDP (Section J Supplement A-1). The Contractor shall not proceed with MAT until receiving Government approval of

the Test Procedure, Acceptance Test Procedures (CDRL A039). The Contractor shall perform MAT for all COTS items to ensure that all COTS items meet the Vendor Item Drawing (VID) and Vendor Item Number (VIN) requirements, provided as part of the TDP, for each applicable item.

5.3.4.3 **Final Acceptance Testing (FAT)**

The Contractor shall perform FAT in accordance with the Government approved Test Plan, Acceptance Test Plan (CDRL A038). For each ECDIS Hardware (AN/SYN-1 or S-IBS) system produced, modified, or repaired, the Contractor shall develop a System Final Acceptance Test procedure in accordance with (CDRL A042). The Contractor shall conduct a Final Acceptance Test in accordance with the Government approved FAT Authorization to Proceed (ATP) to demonstrate the system is fully functional and is ready for final delivery. Spares requiring a System Final Acceptance Test are identified in the Spares List, provided as Attachment J-4. The Contractor shall notify the Government at a minimum thirty (30) days prior to conducting any FAT event so that Government witnesses, identified by the COR, may witness each FAT event. The Contractor shall deliver a Test/Inspection Report, Acceptance Test Report in accordance with (CDRL A040). The report shall include results of the FAT, descriptions of any faults or failures encountered during testing, and how each was resolved.

5.3.5 **Counterfeit Parts and Materials**

The Contractor shall develop, maintain, and submit a Counterfeit Prevention Plan in accordance with (CDRL A014) that documents procedures to minimize the risk of procuring and/or using counterfeit parts and materials. This plan shall conform to the requirements outlined in the clause under Section I of this contract entitled DFARS 252.246-7007, Contractor Counterfeit Electronic Part Detention and Avoidance System.

Subcontracts for all suppliers shall contain a requirement for procedures to minimize the risk of procuring and/or using counterfeit parts and materials.

The Contractor shall not procure parts or materials from unauthorized sources (e.g. independent distributors or brokers) unless no other means for procurement of the parts or materials exist. In isolated cases when an unauthorized source is the only available source, the Contractor shall submit a Technical Report - Study/Services, Unauthorized Source Purchase Report in accordance with (CDRL A076). The report shall contain the following information:

a. Reason why an authorized supplier or Original Equipment Manufacturer (OEM) could not provide the part or material.

b. Product certificate of conformance with traceability to the OEM, if available.

c. Verification and authenticity data results (e.g., visual inspection, marking/surface finish permanency, Differential Power Analysis (DPA), Scanning Acoustic Microscopy, Energy Dispersive X-Ray Spectroscopy, Fourier Transform Infrared (FTIR) Spectroscopy, Rockwell Hardness Test, etc.).

SAE AS5553C contains information regarding the detection, avoidance, and mitigation of counterfeit electronic components, and the Contractor shall use this as a reference document for meeting the above requirements.

The Contractor shall not procure parts or materials from unauthorized sources without program office approval of the Unauthorized Source Purchase Report.

5.4 **Hardware Engineering Support** (If options are exercised CLINS x010)

The Contractor shall perform engineering efforts in support of the production and sustainment of Navy ECDIS Hardware under this contract. Hardware Engineering Support Tasks shall be performed as directed via TI. This may include complex engineering support such as, production, sustainment, upgrade, detailed technical documentation and/or trouble shooting Navy ECDIS Hardware as introduced in Section L paragraph 3.5.1. The Contractor shall detail its Engineering support in a Contracting Officer's Management Report (CDRL A070). The Contractor shall detail the actual expenditures per month against each TI with a breakout of labor hours delivered and dollars expended, including actual material and ODC expenditures. (CDRL A081).

The Contractor shall perform system modernization and new concept development which shall include: Engineering algorithms, Logic trees (as they pertain to systems diagnostics and prognostics), Failure Mode, Effects and Criticality Analysis (FMECA), Expert systems, Verification and validation of Software developed to support these new concepts.

The Contractor shall provide OEM engineering support to develop, update, and maintain shipboard system equipment specifications and design documents, and analyzing operational requirements. Product Drawings/Models and Associated Lists (CDRL A025), (Diminishing manufacturing sources and material shortages (DMSMS) (CDRL A020), Repairable Item Inspection Report, (CDRL A026) Repair Procedure (CDRL A027), Material Status Report (CDRL A028), Parts Management Plan (Parts, Materials and Processes (PM&P) Management Plan) (CDRL A029).

The Contractor shall develop Item Control Document (ICD) (CDRL A044) and Ship Installation Drawing packages to support ECP and SCDs providing system and equipment reliability, maintainability and availability data, and evaluating failure trending and analysis including Failure Mode, Effects and Criticality Analysis (FMECA) (CDRL A068) and Reliability and Maintainability studies for system components. Failure Mode, Effects, And Criticality Analysis (FMECA) (CDRL A068), Commercial Drawings and Associated Lists (CDRL A025), Technical Information Report (CDRL A005), Acceptance Test Plan (CDRL A038) and Procedures (CDRL A039), Safety Assessment Report (SAR) (CDRL A069), Interface Control Document. (CDRL A044)

The Contractor shall review proposed engineering changes for impact on configuration, performance, reliability, maintainability, logistics support, safety, and life cycle costs. Model-Based System Engineering Failure Mode, Effects And Criticality Analysis (FMECA) Profile (CDRL A067), Commercial Drawings and Associated Lists (CDRL A025), Technical Information Report (CDRL A005), Acceptance Test Plan (CDRL A038) and Procedures (CDRL A039), Safety Assessment Report (SAR) (CDRL A069), Interface Control Document (ICD) (CDRL A044), Engineering Change Proposal (ECP) (CDRL A018), Technical & Management Work Plan. (CDRL A071).

The Contractor shall perform and supporting redesign, modification, or alteration of Hardware and Software for system integration and improvements.

The Contractor shall conduct systems engineering studies for shipboard systems and submit Technical Report -Study Services (CDRL A005).

The Contractor shall provide integration test support for verification of shipboard systems' integration requirements. In addition, the Contractor shall provide installation/validation support for installing and functionally testing shipboard systems alterations.

The Contractor shall provide test and evaluation support to investigate Shipboard systems problems and isolate root cause. This shall include:

a. Develop test and evaluation plans including:

1. Network integration plans
2. Systems installation validation
3. Verification plans
4. Environmental testing plans

b. Formulate testing methodology and develop test procedures for shipboard systems.

c. Conduct system integration testing locally and support testing at various integration labs.

d. Develop and perform configuration audits for shipboard, land-based test and training facilities.

e. Coordinate testing for the ISEA with outside activities, commands and commercial labs as required.

f. Assist the ISEA to provide engineering support for the correction of shipboard systems discrepancies onboard US Navy ships and Land Based Test facilities.

5.4.1 **Navy ECDIS In-Service Fleet Support**

The Contractor shall provide:

a. Technical services in support of Fleet in-service Navy ECDIS Hardware elements for current and future ships and submarines.

b. Technical support as needed to facilitate system delivery, installation, and technical assistance responses and underway support to surface ships and submarines. A Technical Situation Report (SITREP) shall be submitted at the end of each day when onboard ship or shore sites conducting computer program installations, support, or trouble resolution.

c. Technical support as needed in the troubleshooting and operational restoration of Navy ECDIS System computers and networks in response to deficiencies reported by the Fleet. Troubleshooting and restoration efforts may be conducted via distant support methods (e.g., email, chat, etc.) or onboard ships as requested by the Government.

d. Short-notice, in-theatre technical assistance support as directed

e. Continuous reach-back technical assistance (24/7/365) to ships and submarines

5.4.2 **Environmental Qualification Testing**

The Contractor shall develop, execute, maintain Test Plans/Test Procedures, Environmental Qualification Test. The Contractor shall perform environmental qualification testing on the Navy ECDIS systems tech refresh and obsolescence updates developed under this contract, including temperature testing, vibration testing, humidity testing, and shock testing and deliver results in accordance with Test /Inspection Reports (CDRL A040). The Contractor Environmental Qualification Testing shall demonstrate that the developed updates meet all environmental requirements. The Contractor shall ensure that all testing is coordinated with and overseen by the Government.

5.5 **Installation** (If options are exercised, CLINs x003, x004, x005, x007, x008, x012, and 9800)

The Contractor shall support the ISEA with the fielding of Ship Change Documents (SCDs) as directed via TI.

The Contractor shall support the ISEA in performing installation of Navy ECDIS Hardware and Engineering Changes (ECs) ashore and aboard ships, on a schedule provided by the Government as identified by the Program Office. The effort includes testing and checkout of Navigation systems pre and post physical installation. For ship installations, the Contractor shall use NAVSEA Technical Specification (NSTS) 9090-310 as guidance. As directed via TI, the Contractor shall support the ISEA in providing installation troubleshooting, system operation validation testing (SOVT) support, on the job training and training support to the installed ship or facility personnel on a schedule provided by the Government.

The Contractor shall support fleet fielding plans by recommending and evaluating navigation system requirements for Government determination to meet target ship integration capability packages and baseline upgrades to ensure forward fit and backfit compatibility.

The Contractor shall develop or modify, as directed via TI, Installation Control Drawings in accordance with MIL-D-23140D, Military Specification Drawings, Installation, Installation Control, for Electronic Equipment for the Environmental Qualification Testing (EQT) certified equipment system.

5.6 **Detailed Tasks: Integrated Logistics Support (ILS)** (If options are exercised, CLINs x003, x004, x005, x007, x008, x012, and 9800)

The Contractor shall provide integrated logistics support and reporting of Navy ECDIS systems and system components as directed via TI.

The Contractor shall develop and update, as necessary, a Navy ECDIS program to ensure supportability, sustainment, and compliance of the Navigation systems with the requirements in the TRD and IRS. The Contractor shall continue to conduct the ILS program as an integral part of the system analysis and support process to define the range and depth of the required support and address all applicable and related elements of logistics. The Contractor shall maintain the Navy ECDIS ILS program as directed via TI. The Contractor shall maintain an effective ILS program that satisfies the requirements of this SOW and the following:

a. Ensures maximum use of existing logistics support resources to provide commonality across Navy ECDIS products and reduce TOC

b. Defines all Contractor furnished/Government furnished hardware and Software resource requirements needed to support the Contractor's ILS program.

c. Ensures all Navy ECDIS equipment designs are supportable and maintainable.

d. Ensures Performance Based Logistics (PBL) objectives are supported.

5.6.1 **Integrated Logistics Support Working Group (ILSWG)** (Items if option exercised CLINS x010)

The Contractor shall provide a representative to participate in the Navy ECDIS Integrated Logistics Support Working Group (ILSWG). The ILSWG will be chaired by the Government Product Support Manager (PSM) or designated Government ILS Lead and will be comprised of representatives from both the Government and the Contractor. The Contractor's designated representative shall serve as the focal point for interactions with the Government in matters pertaining to performance, requirements determination, scheduling and definition of ILS resource requirements. The ILSWG shall be conducted twice annually, as announced by the Government. The Contractor's designated representative, and other Contractor personnel as appropriate, shall participate in ILSWG meetings. Action items resulting from the meetings will be approved by the Government chairperson and assigned to ILSWG members for resolution.

5.7 **Technical Data Package (TDP)** (Items if option exercised CLINS x010)

The Contractor shall develop, maintain, and update the TDP after approval of all ECP's in accordance with the requirements of MIL STD 31000B. The Contractor shall deliver the TDP in accordance with (CDRL A025). The Contractor shall not use proprietary or vendor unique Software, Hardware, test equipment or technology for the development, maintenance, and update of the TDP.

All documentation and models shall be updated to remain current with each development activity/phase. The documentation and models shall provide all of the necessary information to fully describe the update and to support life cycle maintenance of the update by the Government. These documents shall be delivered as part of the Engineering Notebook. The Contractor shall maintain and update the overall hardware configuration baseline.

The Contractor shall update system tech refresh and obsolescence update documentation and models as directed via TI.

The TDP shall also contain the following:

- Bill of Materials (BOM) - indentured to the Lowest Replaceable Unit (LRU)/Assembly/Sub-Assembly Level Commercial-Off-the-Shelf/Non-Development Item (COTS/NDI) components

- Drawing Package - Top system level drawing tree, indented (top/down) list with revision levels, assembly and parts list for Lowest Replaceable Units (LRU) at Assembly/Sub-Assembly Level

- Developmental Design Drawings and Associated Lists; Commercial Drawings and Associated Lists

- The Contractor drawings and associated lists shall be developed and structured IAW ASME Y14.24. The Contractor shall submit drawings and associated lists in accordance with (CDRL A025) - As-Built Configuration List (CDRL A015), Bill of Materials (BOM) and (CDRL A025) - TDP.

- The Government maintains an Integrated Data Environment (IDE), the PEO IWS 6.0 Information Center, to store, collaborate on, and develop technical data. The Contractor shall use this IDE for data delivery. The TDP shall be managed in conjunction with the system specification, software specifications, interface design documents and specifications, software design documentation, system and software testing documentation, and configuration control documentation.

- The Contractor shall develop or modify, as directed via TI, Installation Control Drawings (ICD's) in accordance with MIL-D-23140D, Military Specification Drawings, Installation, Installation Control, for Electronic Equipment for hardware as directed via TI.

The Contractor shall provide annual Engineering TDP deliveries, as directed via TI. The annual TDPs shall contain all technical data for all Navy ECDIS Hardware Systems/Units that are in current production or sustainment. The contractor shall also provide Delta TDP deliveries, as directed via TI, upon the incorporation of changes via approved ECP or Change Notices. Delta TDP deliveries shall contain only technical data that has changed from the baseline TDP. The frequency of the Delta TDP deliveries shall be defined in the approved TI.

The Contractor shall maintain the TDP without any proprietary markings and with, at a minimum, Government Purpose Rights (GPR) as defined by the clause under Section I of this contract entitled DFARS 252.227-7013 and DFARS 252.227-7014. All Navy ECDIS technical data developed under this contract with Government, Contractor and/or mixed funds, i.e., Government and Contractor, shall be at a minimum GPR.

5.7.1 **Non-Recurring Engineering (NRE)** (Items if option exercised CLINs x010)

The Contractor shall perform non-recurring engineering efforts, as directed via TI, to support the incorporation of the next generation Navy ECDIS Hardware configuration referred to as AN/SYN-1Vx into the production TDP. The Contractor shall perform material, production planning, manufacturing, test and quality engineering to support the incorporation of the ECP into the production TDP and associated efforts to transition into a production environment.

5.8 **Travel and Other Direct Costs (ODC)** (If Options are exercised CLINs x011)

The Contractor shall provide Travel and Other Direct Costs (ODCs) in support of Engineering Services Support CLIN(s) x009, x010, and x014 if options are exercised).

The Contractor shall furnish all necessary incidental material or supplies ordered via TI. All travel must be approved by the COR prior to travel and shall be proposed and invoiced on a cost-only (non-fee bearing) basis. The Contractor shall prepare and submit monthly travel spreadsheets and Ad Hoc spreadsheets in Contractor format, to the COR for approval prior to any travel. In accordance with G-232-H005 each spreadsheet shall identify the number of travelers, organization, associated TI number, SLIN, Line of Accounting, Dates, Location, Estimated Cost, Travel Purpose, Potential Impact if Travel is Denied, and the responsible APM/PAPM in IWS 6.0 (CDRL A081). Following completion of travel, the Contractor shall provide a trip report summarizing travel events, results of the actions, lessons learned, and additional information (CDRL A012).

5.9 **Detailed Tasks: Repairs** (If Options are exercised CLINs x014 and x015)

The Contractor shall conduct repairs of Navy ECDIS systems and equipment as directed via TI. Repairs may include emergency repairs, overhauls, refurbishment, and maintenance of Navy ECDIS equipment and associated equipment, including all efforts, material, and ODCs incidental to such work, such as repair parts; components; accessories; related documentation; associated tools; packing; packaging and marking; and any necessary system testing in support of the Navy ECDIS program. The Contractor shall repair installation and checkout (INCO) spares and provide material management services. The Contractor shall provide the necessary acquisition or fabrication of material to complete the required repair or maintenance, and services for installation, checkout and testing, of the required repair or maintenance effort. The Contractor shall conduct studies, analysis, evaluation, testing, and/or provide recommended updates of related documentation (e.g., drawings, work instructions and engineering changes) for material inducted for repair, maintenance, or upgrade.

Repairs of failed Navy ECDIS equipment shall be executed in a three-step process:

1) Induction for Repair

2) Navy ECDIS Equipment Repair Evaluation

3) Repair

5.9.1 **Induction for Repair**

Upon receipt of equipment for repair, the Contractor shall document and serialize the receipt. The Contractor shall log and track the equipment by part number and serial number and provide the Government an updated Government Property (GP) Inventory Report in accordance with (CDRL A002).

5.9.2 **Navy ECDIS Equipment Repair Evaluation**

For every item inducted for repair and as directed via TI(s), the Contractor shall conduct initial testing and inspection necessary to develop, maintain, and submit a detailed Failure Reporting, Analysis and Corrective Action System (FRACAS) report as a FSAR in accordance with (CDRL A035). The initial testing, inspection and FRACAS report shall be performed in accordance with TI(s). The FRACAS report shall include a root cause analysis of the failure, repair routes, and work instructions necessary to repair the failed unit, itemized Bill of Material listing all material necessary to repair the failed unit, identification of any GFM necessary for incorporation into the repair, Basis of Estimate (BoE) for the repair, estimated schedule to complete repair, packing and handling requirements, final testing requirements, and man-hours necessary to return the failed unit to A-Condition "Ready for Issue." No actual repair work shall be conducted during this step of the process.

5.9.3 **Repair Related Materials** (If Options are exercised CLINs x015)

The Contractor shall procure incidental materials and components for repair as directed via TI. The Contractor shall submit a Repairable Item Inspection Report in accordance with (CDRL A026) summarizing all on-going evaluation and repair efforts under this contract.

5.9.4 **Depot Source of Repair (DSOR)**

The Contractor shall establish a Depot repair capability. The development of unit repair procedures shall also be required and provided in accordance with (CDRL A077) as directed via TI.

Requirements

The United States Navy utilizes the Navy Electronic Chart Display and Information System (Navy ECDIS) on ships and submarines as its primary navigation planning and plotting system, with the core function of ensuring safe navigation. This is achieved through electronically rendering charts from multiple databases, providing comprehensive navigation planning tools, integrating data from various sensors to accurately determine the ships position, and monitoring own ships movements while providing extensive real-time safety checks. A complete Navy ECDIS configuration includes hardware, software, and electronic charts that adhere to the minimum requirements outlined in OPNAVINST 9420.2B, dated 4 April 2024, and the Navy ECDIS Software Requirements Document (SRD).

Additional Regulation or Supplemental Clauses Incorporated by Full Text

C-202-H001 ADDITIONAL DEFINITIONS--BASIC (Oct 2018)

(a) Department means the Department of the Navy.

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

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

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

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

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

(Endof Text)

C-204-H002 IMPLEMENTATION OF ENHANCED SECURITY CONTROLS ON SELECT DEFENSE INDUSTRIAL BASE PARTNER NETWORKS (Sep 2024)

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. 2) (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.

(End of Text)

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

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

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

(1) The support contractor not disclose any information;

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

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

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

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

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

(End of Text)

C-209-H003 WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (OCT 2018) (Oct 2018)

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

__ _____

_____

_____

(Offeror to fill in contract number(s), as applicable. See Section M)

(End of Text)

C-209-H001 FIRST ARTICLE (CONTRACTOR TESTING) (NAVSEA) (APR 2024) (Apr 2024)

(a) The First Article shall conform in every respect to the requirements of this contract. The First Article shall be manufactured with tools, materials, and methods which are the same as the tools, material and methods which will be used to manufacture the production units. All items delivered under the contract shall be manufactured under the same conditions and quality established by the First Article. Any changes to tools, material, or methods after the first article approval shall be documented by the contractor and approved by the Contracting Officer before they are used.

(b) The Contractor shall make a record of all data obtained during such tests in a form similar to the guidance provided in MIL-HDBK-831A dated 25 June 2013.

(c) Pursuant to paragraph (e) of the clause entitled "First Article Approval--Contractor Testing" (FAR 52.209-3), the First Article shall not be delivered as part of the production quantity.

(End of Text)

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

(a) Definitions.

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

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

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

(End of Text)

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

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

(End of Text)

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

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

(End of Text)

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

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal **OFFEROR TO FILL IN PROPOSAL NUMBER** dated **OFFEROR TO FILL IN DATE** in response to NAVSEA Solicitation No. N0002426R5246.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of Text)

C-217-H001 PROVISIONED ITEMS ORDERS--BASIC (NAVSEA) (OCT 2018) (Oct 2018)

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders will be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation of Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is

issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph (d) below. The clause entitled "Contract Definitization" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen days of issuance of the order, the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(e) Definitization of Undefinitized Orders.

(1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "Disputes" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "Limitation of Government Liability" clause (FAR 52.216-24).

(f) Limitation of Government Liability.

(1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of Government liability shall be the maximum Government liability if the order is terminated. The "Limitation of Government Liability" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than $25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Government has obligated fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will

either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.

(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of any other work performed by the Contractor.

(End of Text)

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

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

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

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

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

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

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

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

(End of Text)

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the

agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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

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

(End of Text)

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

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

(End of Text)

C-227-H007 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (OCT 2018) (Oct 2018)

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall be delivered to the Government for concurrence under CDRL A059 and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

(b) The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE Std. 12207:2017;

(2) Contain the information defined by ISO/IEC/IEEE 15289:2017, section 7.3 "Plan - generic content" and Table 2 "Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process." In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted for this contract;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE Std. 12207:2017 as appropriate. Such processes shall be equivalent to those articulated by CMMI(r);

(5) Adhere to the characteristics defined in ISO/IEC/IEEE 15289:2017 section 6.1 "Life-cycle data characteristics," as appropriate;

(6) Be in accordance with the framework defined in IEEE Std. 12207:2017, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(7) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with ISO/IEC/IEEE 15289:2017 Section 7.3, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(End of Text)

C-227-H015 PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS – ALTERNATE I (NAVSEA) (JUL 2021) **(Jul 2021)**

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

(End of Text)

C-232-H001 PAYMENTS, LIENS AND INSURANCE (NAVSEA) (OCT 2018) **(Oct 2018)**

(a) (1) Until such time as the physical progress of the contract as a whole is fifty percent (50%) complete, the Government, upon submission by the Contractor, of invoices certified by the Contractor as hereinafter provided, will promptly make payments on account of the total contract price of ninety percent (90%) of an amount determined by applying to the contract price of each craft the percentage of physical progress in the performance of the contract as a whole as certified by the Contractor subject to the approval of the Supervisor; provided, that no such payment shall be made in an amount which when added to the total of all payments previously made under this requirement (other than payments made pursuant to the paragraphs (b) and (c)) exceeds onehundred percent (100%) of the allowable cost which has been certified by the Contractor on the related invoice to have been incurred by it in the performance of the contract.

(2) After the percentage of physical progress in the performance of the contract as a whole has reached fifty percent (50%), the Government, upon submission by the Contractor of invoices certified by the Contractor as hereinafter provided, will promptly make payments on account of the total contract price of onehundred percent (100%) of an amount determined by applying to the contract price of each craft the percentage of physical progress in the performance of the contract as a whole as certified by the Contractor subject to the approval of the Supervisor, less two and onehalf percent (2.5%) of the contract price of each craft. However, no such payment shall be made in an amount which when added to the total of all payments previously made under this requirement (other than payments made pursuant to the paragraphs (b) and (c)) exceed onehundred seven percent (107%) of the allowable cost which has been certified by the Contractor on the related invoice to have been incurred by it in the performance of this contract.

(3) Notwithstanding subparagraph (a)(2) above, after the percentage of physical progress in the performance of the contract as a whole has reached seventyfive percent (75%), the total amount of contract withholdings (as defined in subparagraph (a)(iv) below) with respect to any craft shall not exceed the amount withheld at the point at which the performance of the contract as a whole is seventyfive percent (75%) complete. Therefore, after the percentage of physical progress in the performance of the contract as a whole is seventyfive percent (75%), the Government upon submission by the Contractor of invoices certified by the Contractor as hereinafter provided, will promptly make payments on account of the total contract price of onehundred percent (100%) of the amount determined by: (i) multiplying the total contract price of each craft by the percentage of physical progress in the performance of the contract as a whole as certified by the Contractor subject to the approval of the Supervisor, and (ii) subtracting from that product the total amount of contract withholding with respect to each craft that was withheld at the point at which the total contract performance was seventyfive percent (75%) complete on the basis of physical progress, provided that each craft under contract is (or has been) delivered on or before the contract delivery date, or such later date as may be set by the Contracting Officer. If each craft is not (or has not been) delivered on or before the contract delivery date, or such later date as may be set by the Contracting Officer, the requirement above in subparagraph (a)(2) shall apply in full. If the application of the requirements in subparagraph (a)(2) above results in an amount owed to the Navy by the Contractor, collection will be deferred but no further payment will be made on any account against cost or progress until the deferred obligations are repaid.

(4) For the purposes of this requirement, any amount earned based on the percentage of a physical completion times contract price but not paid is defined as a "withholding".

(5)(a) On each of the occasions listed in (5)(C) immediately below, the Contractor shall submit a written report to the Contracting Officer containing the following information;

(i) The amount of the allowable costs which have been incurred by the Contractor in the performance of the contract as a whole; and

(ii) The percentage of physical completion achieved in the performance of the contract as a whole;

(iii) The total cost for completion of the contract work as projected by the Contractor on the basis of its incurred cost of performance and physical completion achieved;

(iv) Explanation of any variance between the presently projected cost for completion of the contract work and the projected costs for such completion as stated in the last previous report made by the Contractor;

(v) The dollar amount of profit which the Contractor expects to earn from performance of the contract based upon the information described in (i), (ii), and (iii) above.

(b) The format of the report described in (5)(A) immediately above shall provide for cost category reporting of incurred and projected costs in accordance with the Contractor's normal accounting system and broken down into labor hours, labor dollars, material dollars and indirect dollars. The Contracting Officer may require the Contractor to submit, or make available for examination by the Contracting Officer or his designated representative, the supporting documentation upon which the report is based.

(c) The report described in (5)(A) and (5)(B) immediately above shall be submitted by the Contractor to the Contracting Officer on each of the following occasions:

(i) together with, and as part of, the first invoice for payment submitted by the Contractor under this requirement in which the percentage of physical progress in the performance of contract as a whole is certified by the Contractor to have reached fifty percent (50%) or more; and

(ii) within ninety (90) days after the close of the Contractor's fiscal year during which the report described in (i) immediately above was rendered and within ninety (90) days after the close of each subsequent Contractor's fiscal year; and

(iii) within thirty (30) days after written request of the Contracting Officer.

(6) "Incurred costs" are those costs identified through the use of the accrual method of accounting as supported by the records maintained by the Contractor and which are allowable in accordance with Part 31 of the Federal Acquisition Regulation and Part 231 of the Department of Defense FAR Supplement (DFARS) in effect on the effective date of this contract and include only:

(a) Costs for items or services purchased directly for the contract that have been paid by cash, check, or other form of actual payment; or when the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for items or services purchased directly for the contract and associated financing payments to subcontractors provided payments will be made;

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

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government; and

(b) Costs incurred, but not necessarily paid, for materials issued from the Contractor's stores inventory and placed in the production process for use on the contract, for direct labor, for direct travel, for other direct in-house costs and for properly allocable and allowable overhead (indirect) costs, all as shown by records maintained by the Contractor for the purposes of obtaining payment under Government contracts; provided that the Contractor is not delinquent in payment in the ordinary course of business; and

(c) With respect to allocated and allowable costs of pension contributions, when pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accruals of the costs of these pension contributions shall be excluded from Contractor's incurred costs until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accruals of such costs may be included in Contractor's incurred costs, provided that the pension contributions are paid to the retirement fund within thirty (30) days after the close of the period covered by the payment. If payments are not paid within such thirty (30) day period, pension contributions shall be excluded from the Contractor's incurred cost until payment therefor has been made.

(d) Incurred costs shall not include any costs which are required, under any requirement of this contract to be reimbursed or paid by the Government to the Contractor or reimbursed or paid by the Contractor to the Government other than through an equitable adjustment in contract price. If an overpayment is made relative to this paragraph, interest shall be charged at the prevailing per annum rate established by the Secretary of the Treasury, pursuant to Public Law 92-41, from the date such overpayment is made until the date the overpayment is fully recovered.

(7) At any time or times prior to final payment under this contract, the Contracting Officer may have invoices and statements or certifications of costs audited. Each payment theretofore made shall be subject to reduction as necessary to reflect the exclusion of amounts included in the invoices or statements or certifications of costs which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable costs. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices.

(8) Invoices may be submitted every two weeks or more frequently, as the Contracting Officer, in his sole and non-appealable discretion, determines to be warranted by expenditures of the Contractor. Invoices shall be based upon the total contract price as adjusted from time to time pursuant to the terms of the contract. The Contractor shall certify on each invoice (i) the percentage of physical progress in the performance of the contract as a whole as a decimal carried to four places and (ii) the allowable costs incurred by it in performance of the contract as a whole as of the date the invoice is submitted. No payment will be required to be made under this paragraph (a) upon invoices aggregating less than fivethousand dollars ($5,000).

(b) Upon acceptance of each craft and upon the submission of properly certified invoices, the Government will pay to the Contractor the amount of withholding under paragraph (a)(2) with respect of that craft in excess of (i) one and onehalf percent (1-1/2%) of the contract price for such craft, constituting a final settlement reserve, and (ii) one percent (1%) of the contract price for such craft, constituting a final settlement reserve, provided however that the amount of such final settlement reserve for the entire contract shall not exceed onehundred thousand dollars ($100,000). If at any time it shall appear to the Government that the amount of the performance reserve may be insufficient to meet the cost to the Government of finishing any unfinished work under the contract for which the Contractor is responsible or of correcting defects for which the Contractor is responsible which are discovered prior to acceptance or during the guaranty period (if the requirement "Guaranty Period" is included in this contract) of any craft, the Government may, in making payments under this requirement, deduct or withhold such additional amounts as it may determine to be necessary to render such reserve adequate. Any such additional amounts deducted or withheld on account of defects which are discovered during the guaranty period of the craft shall not exceed the limit of the Contractor's liability, under the requirement entitled "Limitation of Contractor's Liability for Correction of Defects" (if such requirement is included in this contract).

(c) At any time or times prior to final payment under this contract, the Contracting Officer may have any invoices and statements or certifications of costs audited. The Contracting Officer may require the Contractor to submit, or make available for examination by the Contracting Officer or his designated representative, the supporting documentation upon which invoices, statements or certifications of costs are based. Each payment theretofore made shall be subject to reduction as necessary to reflect the exclusion of amounts included in the invoices or statements or certifications of costs which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable costs. Any payment may be reduced for overpayments, or increased for underpayments on preceding invoices.

(d) The Contracting Officer may reduce or suspend payments after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (including but not limited to such requirements as quality, safety, care and protection).

(2) Performance of this contract is endangered by the Contractor's

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(e) Upon completion and acceptance of all work hereunder, the balance due the Contractor under this contract will be paid upon the presentation of a properly executed and duly certified invoice therefor. The Contractor and each assignee under an assignment in effect at the time of final settlement shall execute and deliver at the time of and a condition precedent to final payment, a release in form and substance satisfactory to and containing such exceptions as may be found appropriate by the Contracting Officer, discharging the Government, its officers, agents, and employees of and from all liabilities, obligations and claims arising under this contract. The Contracting Officer may, in his discretion, authorize payments on account of any such balance to be made in advance of final settlement subject to such conditions precedent as the Contracting Officer may

prescribe. If this contract shall have been terminated in whole, or in part, any such release shall also contain such a release of all claims against the Government arising out of or by virtue of such termination.

(f) Any and all payments made hereunder shall be secured when made, by lien in favor of the Government upon craft, articles, and things contracted for on account of all payments so made and on all material, equipment, and other property acquired for or allocated to the performance of this contract, except to the extent that the Government, by virtue of any other requirements of this contract, or otherwise shall have valid title to such articles, things, materials, or other property as against other creditors of the Contractor. If such property is not identified by marking or segregation, the Government shall be deemed to have a lien upon a proportionate part of any mass of property with which such property is commingled. Any lien provided for by virtue of this paragraph is paramount to all other liens under the provisions of 10 U.S.C. sec 7521.

(g) Title to the craft under construction shall vest in the Government and title to all materials and equipment acquired for the performance of the contract shall vest in the Government upon delivery thereof to the plant of the Contractor or other place of storage selected by the Contractor, whichever of said events shall first occur; provided however, that notwithstanding the foregoing requirements concerning title, in the event of loss, theft or destruction of or damage to any such property before acceptance by the Government, the Contractor shall bear the risk of any such loss, theft, destruction or damage.

(h) The Contractor, to the extent determined necessary and practicable by the Supervisor of Shipbuilding, shall identify by marking or segregation all property which is subject to a lien or title in favor of the Government by virtue of any requirements of this contract in such a way as to indicate that it is subject to such a lien or title and that it has been acquired for or allocated to the performance of this contract. The Contractor shall also maintain adequate accounting control over such property on its books and records which shall be subject to examination by the Supervisor of Shipbuilding at all reasonable times to assure compliance with these requirements.

(i) The Contractor shall immediately discharge or cause to be discharged any lien or right in rem of any kind, other than in favor of the Government, which at any time exists or arises with respect to the craft, machinery, fittings, equipment, or materials for the craft. If any such lien or right in rem is not immediately discharged, the Government may discharge or cause to be discharged said lien or right in rem, at the expense of the Contractor.

(j) Until each craft has been accepted by the Department, each craft and all materials, equipment and appliances, therefor, including materials, equipment to be furnished by the Government to the Contractor for installation in the craft, shall, at the expense of the Contractor, be kept fully and duly insured by the Contractor in the name of the United States of America and the Contractor under the form of Builder's Risk Insurance (Navy Form Syndicate) Policy, including the rider attached to the "Free of Capture and Seizure" clause thereof where applicable. Where such insurance is not applicable the Contractor shall procure and thereafter maintain in the name of the United States of America and the Contractor until each craft has been accepted by the Department, fire and extended coverage insurance during construction and inland or ocean marine all risk cargo insurance during delivery with respect to each craft and all materials, equipment and appliances therefor, including materials and equipment to be furnished by the Government to the Contractor for installation in each craft. Where none of the foregoing is applicable during water trials the Contractor shall procure and thereafter maintain such other insurance for each craft as will cover the usual marine perils during such trials. The amount of the insurance shall not be less than aggregate of the amount paid to the Contractor under this contract by the Department plus the value of any materials, equipment and appliance furnished by the Government as determined from time to time by the Contracting Officer. Loss under the aforementioned insurance shall be payable to the Secretary of the Navy, or order, for use of the United States of America to the extent of payment made to the Contractor under this contract plus the amount of loss of or damage to the material, equipment, and appliance furnished by the Government and for use of the Contractor to the extent of any remaining balance.

(k) All policies shall be delivered to the Administrative Contracting Officer for approval and custody. The terms of the policies, the insurance companies, and the underwriters shall at all times be satisfactory to the Contracting Officer. Policies not in conformance herewith shall be surrendered and cancelled upon the direction of the Contracting Officer and new policies procured in conformance herewith.

(l) In the event that the Contractor shall procure or maintain other insurance upon any materials or other property upon which a lien exists in favor of the Government or to which the Government has title pursuant to the terms of this contract, the policy or policies shall contain a loss payable clause making losses payable to the Secretary of the Navy or as referred by the Contracting Officer. Any payments thereunder shall inure to the benefit of the Government and to the Contractor as to any remaining balance. The requirements of this paragraph (l) shall not be deemed to require that the Contractor procure or maintain any such other insurance.

(m) The foregoing insurance requirements shall not be construed as limiting in any way the full responsibility of the Contractor for the supplies under the contract.

(End of Text)

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018) (Oct 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of Text)

C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018) (Oct 2018)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018) (Oct 2018)

(a) A post-award meeting with the successful offeror will be conducted within **45** days after award of the [contract / task order]. The meeting will be held at the address below:

Location/Address: **CONTRACTOR FACILITY**

(b) The contractor will be given **21** working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the [contract / task order].

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

(End of Text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (FEB 2023) (Feb 2023)

In addition to the information required by FAR 52.244-2(e) of the contract, when consent to subcontract is required per FAR 52.244-2, the contractor shall also include the following information in requests to add subcontractors or consultants during performance:

(1) Impact on subcontracting goals,

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

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

(End of Text)

C-245-H012 RENT-FREE USE OF GOVERNMENT PROPERTY (NAVSEA) (JAN 2019) (Jan 2019)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s) **TBD**. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

(End of Text)

C-245-H005 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--ALTERNATE I (NAVSEA) (MAY 2019) (May 2019)

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

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

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

(i) delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or

(ii) add items of data or information to the attachment identified in Section J; or

(iii) establish or revise due dates for items of data or information in the attachment identified in Section J.

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

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

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

(2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, Pennsylvania 19111-5094

Telephone (215) 697-6396

Facsimile (215) 697-9398

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

(End of Text)

C-246-W001 HI-SHOCK TESTING (NAVSEA) (APR 2024) (Apr 2024)

(a) Unless the Contracting Officer has granted a waiver, the Contractor shall perform, in accordance with the requirements of MIL-DTL-901E dated 20 June 2017 and **this contract**, a hi-shock test on a sample of Line Item **0001AA and 0001AB** to be furnished hereunder and shall submit a report thereon to the Contracting Officer via the cognizant Quality Assurance Representative (QAR). The Contractor shall generate the test results report in accordance with Contract Data Requirements List (CDRL) **A040**. The sample tested by the Contractor shall represent the identical quality of the materials and workmanship that is or will be used in the articles furnished under the contract.

(b) Acceptance of the articles under this contract will be withheld until proof is furnished that a representative sample of the articles being supplied has passed a hi-shock test.

(c) No claim for additional compensation arising out of any costs, direct or indirect, attributable to the preparation or testing of any sample, or attributable to the submission of any test report will be considered by the Government. Any such costs shall be conclusively deemed to have been included in the contract price.

(d) Nothing contained in the foregoing shall in any way prejudice any other rights of the Government.

(End of Text)

C-246-H003 LIMITATION OF LIABILITY--HIGH VALUE ITEMS (NAVSEA) (OCT 2018) (Oct 2018)

The following items are subject to the clause of this contract entitled "Limitation of Liability--High Value Items" (FAR 52.246-24 Alternate I):

CLIN
TBD

(End of Text)

C-246-H002 GOVERNMENT USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (OCT 2018) (Oct 2018)

The contractor's gages, measuring, and testing devices shall be made available to the Government when required to determine contractor conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

(End of Text)

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

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

(End of Text)

Section D - Packaging and Marking

Additional Regulation or Supplemental Clauses Incorporated by Full Text

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

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

(1) name and business address of the Contractor

(2) contract number

(3) sponsor: _____

(Name of Individual Sponsor)

_____

(Name of Requiring Activity)

_____

(City and State)

(End of Text)

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

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), 32 CFR Part 117.

(End of Text)

D-211-H003 PACKAGING OF PIO (NAVSEA) (OCT 2018) (Oct 2018)

Item(s) **9800** - The supplies furnished hereunder shall be cleaned, preserved, packaged, packed and marked in accordance with the instructions established in each PIO. Unless otherwise stated in the PIO, supplies shall be packaged to ensure protection against corrosion, deterioration, physical, and electrical damage during shipment from the Contractor to the point of delivery.

(End of Text)

D-211-H005 IDENTIFICATION MARKING OF PARTS -- ALTERNATE I (NAVSEA) (OCT 2018) (Oct 2018)

(a) For all parts not subject to the marking requirements in DFARS 252.211-7003 - Item Unique Identification and Valuation, marking shall be accomplished in accordance with the following:

(1) Parts not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.

(2) Parts manufactured to Government specifications shall be marked as follows:

(i) Electrical Parts - that is, all parts in electrical equipment and electrical parts when used in equipment which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D(2) dated 22 June 2018, or, where MIL-STD-1285D(2) does not cover such a part, in accordance with MIL-STD-130N(1) dated 16 November 2012. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.

(ii) Electronic Parts - that is, all parts in electronic equipment and electronic parts when used in equipment which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and marked in accordance with Requirement 67 of MIL-HDBK-454B dated 15 April 2007 with Notice 1 dated 12 December 2012. Requirements of MIL-STD-1686C for Electrostatic Discharge Control shall be addressed.

(iii) Parts other than electrical or electronic parts (as described above) shall be identified and marked in accordance with MIL-STD-130N (1).

(b) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

(End of Text)

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

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

(End of Text)

D-247-W002 UNPACKING INSTRUCTIONS (NAVSEA) (OCT 2018) (Oct 2018)

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION-THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED ___ [*insert location*]." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(End of Text)

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-2	Inspection of Supplies-Fixed-Price.	Aug 1996		
52.246-3	Inspection of Supplies-Cost-Reimbursement.	May 2001		
52.246-5	Inspection of Services-Cost-Reimbursement.	Apr 1984		
52.246-15	Certificate of Conformance.	Apr 1984		
52.246-16	Responsibility for Supplies.	Apr 1984		

FAR Clauses Incorporated by Full Text

52.246-11 Higher-Level Contract Quality Requirement. (Dec 2014)

Higher-Level Contract Quality Requirement (Dec 2014)

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

ANSI/ASQ/ISO 9001:2015

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

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

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

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

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

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

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

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

(End of Text)

E-246-W007 NOTIFICATION OF INSPECTION OR TEST (NAVSEA) (OCT 2018) (Oct 2018)

The Contractor agrees to notify **THE GOVERNMENT**, in writing, when the material will be inspected and/or tested. A minimum of **21** working days is required to arrange such a visit.

(End of Text)

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

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

(End of Text)

E-246-H023 QUALITY REQUIREMENT FOR SOFTWARE DEVELOPMENT OR PRODUCTION (NAVSEA) (JAN 2019) (Jan 2019)

The contractor's software quality program shall be an integral part of the overall Quality Management System. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

(a) All deliverable software

(b) All deliverable software that is included as part of deliverable hardware or firmware.

(c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).

(d) Commercially available, reusable, or Government software designated as part of a deliverable item.

(End of Text)

E-246-H018 INSPECTION AND ACCEPTANCE OF PIO (NAVSEA) (OCT 2018) (Oct 2018)

Item(s) **9800** - Inspection and acceptance of parts ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, parts shall be inspected and accepted at source by a representative of the Contract Administration Office.

(End of Text)

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

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

(End of Text)

E-246-H022 INSPECTION AND TEST RECORDS (NAVSEA) (JAN 2019) (Jan 2019)

Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness. The data shall, on request, be identified and made available for on-site review by the Contracting Officer or designated Government representative.

(End of Text)

Section F - Deliveries or Performance

Section F - Deliveries or Performance

The delivery terms for ECDIS units shall be based upon the base award/option exercise date of each line item

Item 0001AA 18 months after award
Item 0001AB 18 months after award
Item 0003, 1003, 2003, 3003, 4003 16 months after option exercise
Item 0004, 1004, 2004, 3004, 4004 16 months after option exercise
Item 0005, 1005, 2005, 3005, 4005 16 months after option exercise
Item 0006, 1006, 2006, 3006, 4006 16 months after option exercise
Item 0007, 1007, 2007, 3007, 4007 9 months after option exercise
Item 0008, 1008, 2008, 3008, 4008 9 months after option exercise

After delivery of the first unit, the required delivery dates for subsequent units shall be set at one-month intervals.

Line Item	Delivery Schedule	Quantity	Address and POC	Special Handling/Notes
0001AA	Delivery Schedule From date of lead time event to delivery 18 Month Date of Award	1 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th Street, PHILADELPHIA PA 19112 PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Email: N/A Telephone: 215-897-8736	FoB Details Contractor Destination
0001AB	Delivery Schedule From date of lead time event to delivery 11 Month Date of Award	1 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Email: N/A Telephone: 215-897-8736	FoB Details Contractor Destination
0002AA	Delivery Schedule From date of lead time event to delivery 60 Calendar Days Date of Award	1 Each	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination

0002AB	Delivery Schedule From date of lead time event to delivery 60 Calendar Days Date of Award	1 Each	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES Craig Taylor, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
Option Line Item 0003AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	8 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 0004AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	2 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 0005AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	2 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 0007AA	Delivery Schedule From date of lead time event to delivery 9 Month After Option Exercise	3 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination

Option Line Item 0008AA	Delivery Schedule From date of lead time event to delivery 9 Month After Option Exercise	3 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 0009AA	Delivery Schedule From date of lead time event to completion of performance 12 Month After Option Exercise	16,000 Hours	Place of Performance DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Government Destination
Option Line Item 0010AA	Delivery Schedule From date of lead time event to completion of performance 12 Month After Option Exercise	6,350 Hours	Place of Performance DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Government Destination
Option Line Item 0011	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
Option Line Item 0012	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES	FoB Details Contractor Destination

			CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	
Option Line Item 0014AA	Delivery Schedule From date of lead time event to completion of performance 12 Month After Option Exercise	1,000 Hours	Place of Performance DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Government Destination
Option Line Item 0015	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
Option Line Item 1003AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	3 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 1004AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	2 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	5 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112	FoB Details Government Destination

Option Line Item 1005AA			UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	
Option Line Item 1007AA	Delivery Schedule From date of lead time event to delivery 9 Month After Option Exercise	2 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 1008AA	Delivery Schedule From date of lead time event to delivery 9 Month After Option Exercise	2 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 1009AA	Delivery Schedule From date of lead time event to completion of performance 12 Month After Option Exercise	16,000 Hours	Place of Performance DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Government Destination
Option Line Item 1010AA	Delivery Schedule From date of lead time event to completion of performance 12 Month After Option Exercise	6,350 Hours	Place of Performance DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Government Destination
	Delivery Schedule From date of lead time event to delivery 12 Month	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS	FoB Details Contractor

Option Line Item 1011	After Option Exercise		COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	Destination
Option Line Item 1012	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
Option Line Item 1014AA	Delivery Schedule From date of lead time event to completion of performance 12 Month After Option Exercise	1,000 Hours	Place of Performance DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
Option Line Item 1015	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
Option Line Item 2003AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	4 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination

Option Line Item 2004AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	2 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 2005AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	8 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 2007AA	Delivery Schedule From date of lead time event to delivery 9 Month After Option Exercise	2 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 2008AA	Delivery Schedule From date of lead time event to delivery 9 Month After Option Exercise	3 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 2009AA	Delivery Schedule From date of lead time event to delivery 12 Month Date of Award	16,000 Hours	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Government Destination

Option Line Item 2010AA	Delivery Schedule From date of lead time event to delivery 12 Month Date of Award	6,350 Hours	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Government Destination
Option Line Item 2011	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
Option Line Item 2012	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
Option Line Item 2014AA	Delivery Schedule From date of lead time event to delivery 12 Month Date of Award	1,000 Hours	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Government Destination
Option Line Item 2015	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301	FoB Details Contractor Destination

			UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	
Option Line Item 3003AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	3 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 3004AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	2 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 3005AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	5 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 3007AA	Delivery Schedule From date of lead time event to delivery 9 Month After Option Exercise	4 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 3008AA	Delivery Schedule From date of lead time event to delivery 9 Month After Option Exercise	4 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES	FoB Details Contractor Destination

			JAMES D VAITES, N/A Telephone: 215-897-8736	
Option Line Item 3009AA	Delivery Schedule From date of lead time event to completion of performance 12 Month After Option Exercise	16,000 Hours	Place of Performance DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Government Destination
Option Line Item 3010AA	Delivery Schedule From date of lead time event to completion of performance 12 Month After Option Exercise	6,350 Hours	Place of Performance DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Government Destination
Option Line Item 3011	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
Option Line Item 3012	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
	Delivery Schedule From date of lead time event to	1,000 Hours	Place of Performance DoDAAC: N00024	

Option Line Item 3014AA	completion of performance 12 Month After Option Exercise		CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	
Option Line Item 3015	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
Option Line Item 4003AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	2 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 4004AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	2 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 4005AA	Delivery Schedule From date of lead time event to delivery 16 Month After Option Exercise	3 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination

Option Line Item 4007AA	Delivery Schedule From date of lead time event to delivery 9 Month After Option Exercise	1 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 4008AA	Delivery Schedule From date of lead time event to delivery 9 Month After Option Exercise	1 Each	Ship To DoDAAC: N64498 CountryCode: USA NSWC PHILADELPHIA DIV 5101 S 18th, Street PHILADELPHIA, PA 19112 UNITED STATES JAMES D VAITES, N/A Telephone: 215-897-8736	FoB Details Government Destination
Option Line Item 4009AA	Delivery Schedule From date of lead time event to completion of performance 12 Month After Option Exercise	16,000 Hours	Place of Performance DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Government Destination
Option Line Item 4010AA	Delivery Schedule From date of lead time event to completion of performance 12 Month After Option Exercise	6,350 Hours	Place of Performance DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Government Destination
Option Line Item 4011	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A	FoB Details Contractor Destination

			Telephone: N/A	
Option Line Item 4012	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
Option Line Item 4014AA	Delivery Schedule From date of lead time event to completion of performance 12 Month After Option Exercise	1,000 Hours	Place of Performance DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
Option Line Item 4015	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	FoB Details Contractor Destination
Option Line Item 9800	Delivery Schedule From date of lead time event to delivery 12 Month After Option Exercise	1 Lot	Ship To DoDAAC: N00024 CountryCode: USA NAVAL SEA SYSTEMS COMMAND 1333 ISAAC HULL AVE, SE WASHINGTON NAVY YARD, DC 20376-3301 UNITED STATES CRAIG TAYLOR, N/A Email: N/A Telephone: N/A	

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date

52.242-15	Stop-Work Order.	Aug 1989		
52.242-15	Stop-Work Order. (Alternate I)	Aug 1989	Alternate I	Apr 1984
52.242-17	Government Delay of Work.	Apr 1984		
52.247-29	F.o.b. Origin.	Feb 2006		
52.247-34	F.o.b. Destination.	Jan 1991		

Additional Regulation or Supplemental Clauses Incorporated by Full Text

F-211-W001 PARTIAL DELIVERIES (NAVSEA) (OCT 2018) (Oct 2018)

Partial deliveries will not be accepted without specific approval from the Contracting Officer.

(End of Text)

F-242-H001 CONTRACTOR NOTICE REGARDING LATE DELIVERY (NAVSEA) (OCT 2018) (Oct 2018)

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, the contractor shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however, such notice shall not constitute a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

(End of Text)

F-246-H001 PERFORMANCE FOR ENGINEERING SERVICES IN SUPPORT OF SUPPLIES (NAVSEA) (FEB 2019) (Feb 2019)

Item(s) **X009, X010 & X014** - Engineering services in support of supplies delivered under Item(s) **X003, X004, X005, X006, X007, X008** shall be performed within 12 months after unconditional acceptance of the last unit of the foregoing hardware items. The Contractor shall notify the Contracting Officer in writing via the Contract Administration Office (CAO) of the actual date of unconditional acceptance of the last unit of the foregoing item (s), with a copy to the COR identified in Section G.

(End of Text)

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

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

(End of Text)

Section G - Contract Administration Data

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		
252.231-7000	Supplemental Cost Principles	Dec 1991		
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.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

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

DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

*(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")*

*(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

(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.

NAVSEA HQ WAWF Helpdesk: WAWFHQ@navy.mil

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

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

(End of Text)

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

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

(End of text)

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

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

supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

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

(End of Text)

G-232-W001 PROMPT PAYMENT (FAR 52.232-25) REVISED Constructive Acceptance PERIOD (NAVSEA) (OCT 2018) (Oct 2018)

In accordance with FAR 32.904(b)(1)(ii)(B)(4), the Contracting Officer has determined that more than seven days are needed for constructive acceptance. Contractors are hereby advised that the constructive acceptance period established in paragraph (a) (5) (i) of FAR clause 52.232-25, Prompt Payment is revised to **TBD** [*fill-in number of days*] in lieu of 7 working days.

(End of Text)

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

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

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

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

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

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

(f) The hours of operation are as follows:

AREA	FROM	TO
PAE Mission Systems	0800	1600

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

(End of Text)

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

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

_____ [*List specific functions that will be retained by the PCO]*

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

_____ [*List any additional functions that will be delegated to the ACO*]

(End of Text)

G-242-H001 GOVERNMENT CONTRACTADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2023) (Oct 2023)

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

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

(c) The points of contact are as follows:

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

Name: Gary Braunstein
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]
E-mail: gary.m.braunstein.civ@us.navy.mil

(ii) The Contract Specialist is:

Name: Isaac Pautz
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]
E-mail: isaac.c.pautz.civ@us.navy.mil

Name: Liz Bonilla-Sotomayor
Address:
[*Street]
[*City, State, Zip]
Phone: (Area Code) xxx- [xxxx]
E-mail: liz.c.bonilla-sotomayor.civ@us.navy.mil

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

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

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

The Contracting Officer's Representative (COR) is:

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

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

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

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

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

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

[*] To be completed at contract award

(End of Text)

Section H - Special Contract Requirements

Additional Regulation or Supplemental Clauses Incorporated by Full Text

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

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

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

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

(d) Notwithstanding paragraph (c) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

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

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

(g) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities, those of its subcontractors, those of one of its prime contractors (to which the contractor is a subcontractor), or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(h) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(i) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

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

(End of Text)

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

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

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

(c) The Contractor agrees that to prevent the existence of conflicting roles and unfair competitive advantage, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate, subcontractor, consultant, or employee of the Contractor, any joint venture, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract, unless an exception under FAR 9.505 exists. This exclusion also does not apply to any work covered by FAR 9.505-2 (a)(3) or (b)(3) or recompetition for those systems, components or services furnished pursuant to this contract.

(d) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(f) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

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

(End of Text)

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

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

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

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

(c) Effort performed in fulfilling the total level of effort obligations specified in Section B shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations

(except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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

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

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

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

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

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

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

(End of Text)

H-246-H001 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (FEB 2023) (Feb 2023)

(a) Definitions:

(1) All definitions, with the exception of Commercial Service Provider, are found in OPNAVINST3960.16 (series).

(2) Commercial Service Providers. Suppliers of tools, instruments, fixtures, test, measurement, and diagnostic equipment, including original equipment manufacturers, who may calibrate their own products but are not engaged in calibration as a major line of business, and other commercial laboratories that provide either calibration services in support of Navy contracts, or low volume, model specific, or unique parameter calibration services.

(b) The accuracy of Navy and Contractor calibrated equipment used for quantitative and qualitative measurements are ensured through measurement traceability. The Contractor is required to ensure that all calibrated equipment used for quantitative or qualitative measurements required for the research, design, test, production, and maintenance of NAVSEA systems will be maintained and calibrated in accordance with references OPNAVINST 3960.16 and NAVSEAINST 4734.1. Calibration sources shall be accredited by a U.S. based, Navy approved accreditation body to U.S. national standards:

(1) ANSI/NCSL Z540.3, Requirements for the Calibration of Measuring and Test Equipment, dated 3 Aug 2006; or

(2) ISO/IEC 17025:2017, General Requirements for the Competence of Testing and Calibration Laboratories (3rd Edition), dated 29 Nov 2017; or

(3) Certified by the U.S. Navy to NAVSEA 04-4734, Navy and Marine Corps Calibration Laboratory Audit /Certification Manual.

(c) ISO/IEC 17025:2017 and ANSI/NCSL Z540.3 accreditations must be performed by a U.S. based accreditation body. Calibration accreditation must include the parameters required to execute the calibration at appropriate ranges and tolerances. A calibration certificate meeting the requirements of ANSI/NCSL Z540.3 or ISO/IEC 17025:2017 must be provided with the returned calibrated unit. The calibration certificate must be evaluated to confirm that the calibration was performed within the laboratory's accreditation scope and that each calibration measurement met or exceeded a 4:1 Test Uncertainty Ratio (TUR).

(d) Certification to Navy standard NAVSEA 04-4734, is acceptable in place of ANSI/NCSL Z540.3 and ISO /IEC 17025:2017 accreditations. For activities certified to NAVSEA 04-4734, calibrations must be evaluated to confirm that the calibration was performed within the laboratory's NAVSEA scope of certification, and calibration event records shall be provided to the Government upon request. Calibration intervals that deviate from NAVSEA OD 45845, Metrology Requirements List (METRL), shall reflect Test, Measurement and Diagnostic Equipment (TMDE) end of period reliability greater than 85%. TMDE reliability data shall be provided upon request. TURs shall be greater than or equal to 4:1, or ensure a Probability of False Acceptance (PFA) of 2% or less and a Probability of False Rejections (PFR) of 15% or less. Measurement traceability, including TUR, PFA, and PFR shall be documented in accordance to MIL-STD-1839. Calibration procedures, methods, and measurement traceability used by the Contractor shall be provided to the Government upon request.

(e) All calibrations supporting this contract shall meet the requirements of OPNAVINST 3960.16. If the Contractor executes, subcontracts or outsources the initial or reoccurring calibration of calibrated equipment, the respective calibration laboratory, and all of their employees who perform calibration or supply calibrated equipment, shall be certified or accredited to the requirements of paragraphs (b), (c), and (d).

(f) Contractors electing certification to NAVSEA 04-4734 will contact the Contracting Officer's Representative (COR) or Technical Point of Contact (TPOC) within 60 days of contract award, who will then contact the NAVSEA09MM METCAL Technical Warrant Holder (TWH), at NAVSEA_METCAL_INSERVICE@us.navy.mil, to begin the Navy certification process.

(End of Text)

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-16	Preventing Personal Conflicts of Interest.	Jun 2020		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-3	First Article Approval-Contractor Testing. (Alternate II)	Feb 2026	Alternate II	Sep 1989
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Feb 2026		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Feb 2026		
52.210-1	Market Research. (Deviation 2026-O0038)	Feb 2026		
52.211-5	Material Requirements. (Deviation 2026-O0038)	Feb 2026		
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	Feb 2026		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	Feb 2026		
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug 2011		
52.215-12	Subcontractor Certified Cost or Pricing Data. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.215-12	Subcontractor Certified Cost or Pricing Data. (Deviation 2026-O0038)	Feb 2026		
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038)	Feb 2026		
52.215-14	Integrity of Unit Prices.	Nov 2021		
52.215-15	Pension Adjustments and Asset Reversions. (Deviation 2026-O0038)	Feb 2026		
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (Deviation 2026-O0038)	Feb 2026		
52.215-19	Notification of Ownership Changes. (Deviation 2026-O0038)	Feb 2026		
52.215-23	Limitations on Pass-Through Charges. (Deviation 2026-O0038)	Feb 2026		
52.216-8	Fixed Fee.	Jun 2011		
52.216-11	Cost Contract-No Fee.	Apr 1984		
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	Feb 2026		
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038)	Feb 2026		
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038) (Alternate II)	Feb 2026	Alternate II	Feb 2026
52.222-1	Notice to the Government of Labor Disputes. (Deviation 2026-O0038)	Feb 2026		
52.222-3	Convict Labor. (Deviation 2026-O0038)	Feb 2026		
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038)	Feb 2026		
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	Mar 2026		
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment. (Deviation 2026-O0038)	Feb 2026		
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	Feb 2026		
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	Feb 2026		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	Feb 2026		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.222-54	Employment Eligibility Verification. (Deviation 2026-O0038)	Feb 2026		
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	Apr 2026		
52.223-23	Sustainable Products. (Deviation 2026-O0038)	Feb 2026		
52.226-7	Drug-Free Workplace.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.227-1	Authorization and Consent.	Jun 2020		
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	Jun 2020		

52.228-7	Insurance-Liability to Third Persons.	Mar 1996		
52.229-3	Federal, State, and Local Taxes.	Feb 2013		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2021		
52.232-1	Payments.	Apr 1984		
52.232-8	Discounts for Prompt Payment.	Feb 2002		
52.232-11	Extras.	Apr 1984		
52.232-17	Interest.	May 2014		
52.232-22	Limitation of Funds. (Deviation 2026-O0038)	Feb 2026		
52.232-23	Assignment of Claims.	May 2014		
52.232-25	Prompt Payment.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes. (Deviation 2026-O0038)	Feb 2026		
52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-3	Protest after Award. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.234-1	Industrial Resources Developed Under Title III of the Defense Production Act. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.242-1	Notice of Intent to Disallow Costs.	Apr 1984		
52.242-3	Penalties for Unallowable Costs. (Deviation 2026-O0038)	Feb 2026		
52.242-5	Payments to Small Business Subcontractors.	Jan 2017		
52.242-13	Bankruptcy.	Jul 1995		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Feb 2026		
52.243-2	Changes-Cost-Reimbursement. (Deviation 2026-O0038)	Feb 2026		
52.244-5	Competition in Subcontracting.	Aug 2024		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Apr 2026		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.246-23	Limitation of Liability.	Feb 1997		
52.246-24	Limitation of Liability-High-Value Items.	Feb 1997		
52.246-26	Reporting Nonconforming Items.	Aug 2024		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012		
52.249-6	Termination (Cost-Reimbursement).	May 2004		
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984		
52.249-14	Excusable Delays.	Apr 1984		
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	Feb 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced.	Apr 2020		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019		
252.211-7008	Use of Government-Assigned Serial Numbers.	Sep 2010		
252.215-7002	Cost Estimating System Requirements.	Jan 2025		
252.219-7996	Small Business Subcontracting Plan (DoD Contracts). (DEVIATION 2026-O0037)	Feb 2026	Deviation 2026-O0037	Feb 2026
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (Alternate I)	Sep 2014	Alternate I	Sep 2014
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		

252.225-7001	Buy American and Balance of Payments Program.	Feb 2024		
252.225-7002	Qualifying Country Sources as Subcontractors.	Mar 2022		
252.225-7004	Report of Intended Performance Outside the United States and Canada - Submission after Award.	Jul 2024		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7013	Duty-Free Entry.	Aug 2025		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	May 2024		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations.	Jan 2023		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.227-7015	Technical Data-Commercial Products and Commercial Services.	Jan 2025		
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished	Jan 2025		
252.227-7027	Deferred Ordering of Technical Data or Computer Software.	Apr 1988		
252.227-7038	Patent Rights-Ownership by the Contractor (Large Business)	Jun 2012		
252.227-7039	Patents--Reporting of Subject Inventions.	Apr 1990		
252.227-7991	Rights in Bid or Proposal Information. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7996	Technical Data--Withholding of Payment. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7997	Validation of Asserted Restrictions. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.227-7999	Additional Postaward Requirements for Small Business Technology Transfer Program. (DEVIATION 2026-O0036)	Feb 2026	Deviation 2026-O0036	Feb 2026
252.232-7004	DoD Progress Payment Rates (DEVIATION 2020-O0010)	Oct 2014	Deviation 2020-O0010	Mar 2020
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.232-7011	Payments in Support of Emergencies and Contingency Operations.	May 2013		
252.239-7010	Cloud Computing Services.	Jan 2023		
252.239-7018	Supply Chain Risk.	Dec 2022		
252.240-7997	NIST SP 800-171 DoD Assessment Requirements. (DEVIATION 2026-O0025)	Feb 2026	Deviation 2026-O0025	Feb 2026
252.242-7998	Contractor Business Systems. (DEVIATION 2026-O0050)	Mar 2026	Deviation 2026-O0050	Mar 2026
252.242-7999	Accounting System Administration. (DEVIATION 2026-O0050)	Mar 2026	Deviation 2026-O0050	Mar 2026
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7998	Contractor Purchasing System Administration. (DEVIATION 2026-O0015)	Feb 2026	Deviation 2026-O0015	Feb 2026
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	Feb 2026	Deviation 2026-O0015	Jan 2026
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.246-7003	Notification of Potential Safety Issues.	Jan 2023		
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System.	Jan 2023		
252.246-7008	Sources of Electronic Parts.	Jan 2023		
252.246-7998	Warranty of Data. (DEVIATION 2026-O0035)	Feb 2026	Deviation 2026-O0035	Feb 2026
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.209-3 First Article Approval-Contractor Testing. (Deviation 2026-O0038) (Feb 2026)

First Article Approval-Contractor Testing (Feb 2026) (Deviation 2026-O0038)

(a) The Contractor shall test TBD unit(s) of Lot/Item TBD as specified in this contract. At least TBD calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within TBD calendar days from the date of this contract to TBD [*insert address of the Government activity to receive the report*] marked "FIRST ARTICLE TEST REPORT: Contract No. TBD, Lot/Item No. TBD." Within TBD calendar days after the Government receives the test report, the Contracting Officer will notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval will state any further action required of the Contractor. A notice of disapproval will cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government will take action on this report within the time specified in paragraph (b) above. The Government reserves the right

to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer will, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

52.216-7 Allowable Cost and Payment. (Deviation 2026-O0038) (Feb 2026)

Allowable Cost and Payment (Feb 2026) (Deviation 2026-O0038)

(a) Invoicing.

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

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

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

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

(2)

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

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

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

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

(6)

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

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

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Feb 2026)

POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

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

Small business concern-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-3 Hazardous Material Identification and Safety Data. (Deviation 2026-O0038) (Feb 2026)

Hazardous Material Identification and Safety Data (Feb 2026) (Deviation 2026-O0038)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert *None*)	Identification No.

Offeror to Fill-in	Offeror to Fill-in
Offeror to Fill-in	Offeror to Fill-in
Offeror to Fill-in	Offeror to Fill-in

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.227-11 Patent Rights-Ownership by the Contractor. (May 2014)

PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014)

(a) As used in this clause-

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, *et seq*.)

Made means-

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501 (a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) *Contractor's rights.*

(1) *Ownership*. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) *License.*

(i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) *Contractor's obligations.*

(1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (*i.e.*, sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) *Government's rights-*

(1) *Ownership.* The Contractor shall assign to the agency, on written request, title to any subject invention-

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) *License.* If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) *Contractor action to protect the Government's interest.*

(1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to-

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U. S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) *Reporting on utilization of subject inventions*. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) *Preference for United States industry.* Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) *March-in rights.* The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall-

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, *provided*, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; *provided*, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) *Communications.* _____[Complete according to agency instructions.]

(k) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

52.232-16 Progress Payments. (Deviation 2026-O0038) (Feb 2026)

Progress Payments (Feb 2026) (Deviation 2026-O0038)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

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

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

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

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

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

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the

amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) *Title.*

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) *Property*, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports, forms, and access to records.*

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.*

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its *Alternate I* for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A *contract action* is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.242-4 Certification of Final Indirect Costs. (Jan 1997)

CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(a) The Contractor shall-

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: Offeror to Fill-in

Signature: Offeror to Fill-in

Name of Certifying Official: Offeror to Fill-in

Title: Offeror to Fill-in

Date of Execution: Offeror to Fill-in

(End of clause)

52.243-7 Notification of Changes. (Deviation 2026-O0038) (Feb 2026)

Notification of Changes (Feb 2026) (Deviation 2026-O0038)

(a) *Definitions.*

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

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

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 14 calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. Examples of conduct that may be regarded as a change to terms and conditions include actions, inactions, and written or oral communications. On the basis of the most accurate information available to the Contractor, the notice shall state-

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

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

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

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

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

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

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

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

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

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

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

shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

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

(2) Countermand any communication regarded as a change;

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

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

(e) *Equitable adjustments*.

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

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

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

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

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

(End of clause)

52.244-2 Subcontracts. (Jun 2020)

Subcontracts (Jun 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds-

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

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

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

Offeror to Fill-in

(e)

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TBD

(End of clause)

52.247-1 Commercial Bill of Lading Notations. (Feb 2006)

COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the ____[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. ____. This may be confirmed by contacting _____ ____[Name and address of the contract administration office listed in the contract].

(End of clause)

52.248-1 Value Engineering. (Deviation 2026-O0038) (Feb 2026)

Value Engineering (Feb 2026) (Deviation 2026-O0038)

(a) *General*. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) of this clause.

(b) *Definitions*.

Acquisition savings, as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include-

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

Collateral costs means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contracting office includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Future unit cost reduction, as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either-

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

Instant contract, as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

Instant unit cost reduction means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

Negative instant contract savings means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

Net acquisition savings means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

Sharing base, as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

Unit, as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics;*provided*, that it does not involve a change-

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) *VECP preparation*. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (8) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission*. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates*. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon-

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) of this clause (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

Contractor's Share of Net Acquisition Savings (Figure in Percent)				
	Sharing arrangement			
Contract Type	**Incentive (Voluntary)**	**Program Requirement (Mandatory)**		
	Instant Contract Rate	**Concurrent and Future Contract Rate**	**Instant Contract Rate**	**Concurrent and Future Contract Rate**
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	*50	*50	25	25
Incentive (fixed-price or cost) (other than award fee)	(**)	*50	(**)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts)	***25	***25	15	15
* The Contracting Office may increase the Contractor's sharing rate to as high as 75 percent for each VECP.				
** Same sharing arrangement as the contract's profit or fee adjustment formula.				
*** The Contracting Office may increase the Contractor's sharing rate to as high as 50 percent for each VECP.				

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see paragraph (i)(4) of this clause). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) *Contract adjustment*. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall-

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts-add to contract price.

(ii) Cost-reimbursement contracts-add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with paragraph (h)(5) of this clause. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by-

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by-

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see paragraph (h)(3) of this clause) and shall not be subject to subsequent adjustment.

(5) *Alternate no-cost settlement method*. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) *Collateral savings*. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) *Relationship to other incentives*. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and

implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments, *provided*, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract TBD, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(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):

FAR clauses & provisions: https://www.acquisition.gov/far-overhaul

DFARS clauses & provisions: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

NMCARS/NMCAG clauses & provisions: http://acquisition.navy.mil/rda/home/policy_and_guidance/nmcars

(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 Acquisition Regulations System, Department of Defense (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

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

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

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

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

"Current" means-

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

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

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

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

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

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

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

(2) With regard to Final CMMC Status-

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

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

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

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

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

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

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

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

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

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

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

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

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

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

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

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

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

(d) *Requirements*. The Contractor shall-

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

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

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

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

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

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

(e) *Reporting*. The Contractor shall-

(1) Submit to the Contracting Officer-

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

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

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

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

(f) *Subcontracts*. The Contractor shall-

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

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

(End of clause)

252.211-7003 Item Unique Identification and Valuation. (Jan 2023)

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at *https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html*.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

" Enterprise " means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

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

"Government's unit acquisition cost" means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

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

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

" Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at *https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html*.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier*.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
Offeror Fill-in	Offeror Fill-in
Offeror Fill-in	Offeror Fill-in
Offeror Fill-in	Offeror Fill-in

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
Offeror Fill-in	Offeror Fill-in
Offeror Fill-in	Offeror Fill-in
Offeror Fill-in	Offeror Fill-in

(If items are identified in the Schedule, insert "See Schedule in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that-

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology - Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier*.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item

identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site /uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) *Subcontracts*. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

252.227-7989 Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services. (DEVIATION 2026-O0036) **(Feb 2026)** **Deviation 2026-O0036** **(Feb 2026)**

RIGHTS IN TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION-- OTHER THAN COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEVIATION 2026-O0036) (FEB 2026)

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

"Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

(1) Has been sold, leased, or licensed to the public;

(2) Has been offered for sale, lease, or license to the public;

(3) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(4) Satisfies a criterion expressed in paragraph (1), (2), or (3) of this definition and would require only minor modification to meet the requirements of this contract.

"Computer database" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

"Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort, rather than to directly furnish an end item or service to accomplish a program or effort, provided that the contractor--

(1) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(2) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

"Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

"Developed" means--

(1) (Applicable to technical data other than computer software documentation.) An item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(2) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(3) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(4) Computer software documentation the contractor must deliver under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

"Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a Government contract, or any combination thereof.

(1) Private expense determinations should be made at the lowest practicable level.

(2) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at Government, private, or mixed expense.

"Developed exclusively with Government funds" means development was not accomplished exclusively or partially at private expense.

"Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

"Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

"Generated" means, with regard to technical data or computer software, first created in the performance of this contract.

"Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation for commercial purposes or authorize others to do so.

"Government purpose rights" means the rights to--

(1) Use, modify, reproduce, release, perform, display, or disclose technical data, computer software, or computer software documentation within the Government without restriction; and

(2) Release or disclose technical data, computer software, or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data or software for United States Government purposes.

"Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(1) The reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure to--

(A) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(B) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(2) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(3) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

"Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

"Other than commercial computer software" means software that does not qualify as commercial computer software under the definition of "commercial computer software" of this clause.

"Restricted rights" apply only to other than commercial computer software and mean the Government's rights to--

(1) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(2) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(3) Make a reasonable number of copies of the computer software required for the purposes of safekeeping (archive), backup, modification, or other activities authorized in paragraphs (1), (2), (4) and (5) of this definition;

(4) Modify computer software provided that the Government may--

(i) Use the modified software only as provided in paragraphs (1) and (3) of this definition; and

(ii) Not release or disclose the modified software except as provided in paragraphs (2) and (5) of this clause;

(5) Use, modify, reproduce, perform, display, or release or disclose the computer software, and permit contractors, subcontractors, or covered Government support contractors to do so, for purposes set forth in subparagraph (i) of this paragraph, subject to the conditions set forth in subparagraphs (ii) of this paragraph:

(i)(A) In performance of service contracts (see FAR 37.101), to diagnose and correct deficiencies, to modify the software to enable a computer program to be combined with, adapted to, or merged with other computer programs, or when necessary to respond to urgent tactical situations, provided that the Government notifies the party which has granted restricted rights that any such release or disclosure to particular contractors or subcontractors was made;

(B) To perform emergency repairs or overhaul of items or components procured under this or a related contract, when necessary to perform such repairs or overhaul; or

(C) For the management and oversight of a program or effort by a person authorized to receive restricted rights computer software, including in the performance of covered Government support contracts.

(ii)(A) Any contractor, subcontractor, or covered Government support contractor receiving access to the software for the purposes of subparagraphs (i), (ii), or (iii) of this paragraph shall be subject to the use and nondisclosure agreement at 227.7103-7 or be performing a Government contract that contains the clause at 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government must not permit any recipient of the software under this paragraph to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (4) of this definition, for any other purpose; and

(C) Any use, modification, reproduction, performance, display, release, or disclosure of the computer software under this paragraph remains subject to the limitations in paragraphs (1) through (4) of this definition.

"Small Business Innovation Research/Small Business Technology Transfer (SBIR/STTR) data" means all technical data or computer software developed or generated in the performance of a phase I, II, or III SBIR/STTR contract or subcontract.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or financial, administrative, cost or pricing, or management information, or information incidental to contract administration.

"Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data, computer software, or computer software documentation in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Applicability*. (1) Except as provided in paragraph (b)(2) of this clause--

(i) This clause governs all technical data related to other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense;

(ii) This clause governs all other than commercial computer software or other than commercial computer software documentation; and

(iii) The clause at DFARS 252.227-7990, Technical Data--Commercial Products and Commercial Services, governs the technical data related to any portion of a commercial product or commercial service that was developed exclusively at private expense.

(2) The clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, governs technical data that are SBIR/STTR data.

(c) *Rights in technical data and computer software*. The Contractor grants or shall obtain for the Government the following royalty free, worldwide, nonexclusive, irrevocable license rights:

(1) *Unlimited rights*. The Government shall have unlimited rights in technical data, computer software, or computer software documentation that are--

(i) Data related to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Technical data created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Technical data necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Government-furnished corrections or changes to--

(A) Technical data furnished to the Contractor by the Government; or

(B) Computer software or computer software documentation;

(vii) Data, computer software, or computer software documentation that is publicly available or previously released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data, computer software, or computer software documentation in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations;

(ix) Data furnished to the Government, under this or any other Government contract or subcontract, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired; or

(x) Computer software developed exclusively with Government funds;

(xi) Computer software documentation the contractor must deliver under this contract; or

(xvii) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights*. (i) The Government shall have government purpose rights for a 5-year period, or such other period as may be negotiated, in technical data or computer software--

(A) Related to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data or software as provided in paragraphs (c)(1)(ii), (c)(1)(iv) through (c)(1)(ix), and (c)(1)(xii) through (c)(1)(x)(v)(i) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The 5-year period, or such other period as may have been negotiated, shall begin upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes, development of the computer software, or creation of the data described in paragraph (c)(2)(i)(B) of this clause. Upon expiration of the 5-year or other negotiated period, the Government shall have unlimited rights in the technical data or computer software.

(iii) The Government will not release or disclose technical data or computer software in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient completes the nondisclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the data or software for performance of a Government contract that contains the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data or computer software in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (g)(3) of this clause.

(3) *Limited rights*. (i) Except as provided in paragraphs (c)(1)(ii) and (c)(1)(iv) through (c)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Related to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (g) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government will require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all technical data for which the Government has been granted additional rights and specifies those additional rights.

(iv) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose limited rights data to covered Government support contractors;

(B) The Government will notify the contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the limited rights legend may--

(1) Require each covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding use of the data; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked

with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(4) *Restricted rights*. (i) The Government shall have restricted rights in other than commercial computer software the contractor must deliver, or that is otherwise provided, to the Government under this contract that was developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in other than commercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. The Contractor shall ensure that any resulting license agreement, made part of the contract, lists or describes all other than commercial computer software for which the Government has been granted additional rights and specifies those additional rights.

(iii) The Contractor acknowledges that--

(A) The Government is authorized to release or disclose restricted rights computer software to covered Government support contractors;

(B) The Government will notify the Contractor of such release or disclosure;

(C) The Contractor or the party asserting restrictions in the restricted rights legend may--

(1) Require each such covered Government support contractor to enter into a nondisclosure agreement directly with the Contractor or the party asserting restrictions regarding the use of the software; or

(2) Waive in writing the requirement for a nondisclosure agreement; and

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at DFARS 252.227-7994, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The nondisclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement.

(5) *Specifically negotiated license rights*. The standard license rights granted to the Government under paragraphs (c)(1) through (c)(4) of this clause, including the period during which the Government shall have government purpose rights in technical data or computer software, may be modified by mutual agreement but shall not provide the Government lesser rights than provided in the definition of "limited rights" or restricted rights" of this clause. Any negotiated rights shall be identified in a license agreement made part of this contract.

(6) *Prior government rights*. Technical data or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless--

(i) The parties have agreed otherwise; or

(ii) The restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data or software have expired or no longer apply.

(7) *Release from liability*. The Contractor agrees to release the Government from liability for any authorized release or disclosure of technical data or computer software made in accordance with this clause or any negotiated license agreement. This release from liability for the Government also applies to releases or disclosures made by a third party who received the data or software from an authorized recipient. For any unauthorized use or disclosure by such third parties of technical data or computer software marked with restrictive legends, the Contractor agrees to seek relief solely from that party.

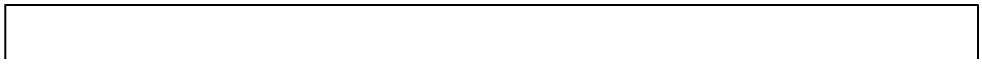
(d) *Contractor rights in technical data and computer software*. The Contractor retains all rights not granted to the Government.

(e) *Third party copyrighted data and software*. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data or software in the technical data or computer software the contractor must deliver under this contract unless the Contractor is the copyright owner or has obtained license rights for the Government of the appropriate scope set forth in paragraph (c) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(f) *Identification and delivery of data to be delivered with restrictions on use, release, or disclosure*. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (f)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data or software with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, the Contractor may identify other assertions after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. The Contractor shall submit such identification and assertions to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data or software, in the following format, and signed by an official authorized to contractually obligate the Contractor:



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

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

Technical Data or Computer Software to be Furnished With Restrictions1	Basis for Assertion2	Asserted Rights Category3	Name of Person Asserting Restrictions4
(LIST)	(LIST)	(LIST)	(LIST)
Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in

1 If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

2 Generally, the development of an item, component, process, or computer software at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software or technical data related to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

3 Enter asserted rights category (e.g., rights in SBIR/STTR data generated under another contract, limited rights, restricted rights, or government purpose rights under this or a prior contract, or specifically negotiated licenses).

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

Date Offeror to Fill-in

Printed Name and Title Offeror to Fill-in

Signature Offeror to Fill-in
(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract.

(g) *Marking requirements*. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software the Contractor must deliver under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (g)(7) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (g)(3) of this clause; the limited rights legend at paragraph (g)(4) of this clause; the restricted rights legend at paragraph (g)(5) of this clause; the special license rights legend at paragraph (g)(6) of this clause; and a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions*. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data or computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. For software that will or might be used in combat or situations that simulate combat conditions, the contractor shall not insert instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data or computer software or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Omitted markings*. (i) Technical data or computer software delivered or otherwise provided under this contract without restrictive markings will be presumed to have been delivered with unlimited rights. To the extent practicable, if the Contractor has requested permission (see paragraph (g)(2)(ii) of this clause) to correct an inadvertent omission of markings, the Contracting Officer will not release or disclose the technical data or computer software pending evaluation of the request.

(ii) The Contractor may request permission to have conforming and justified restrictive markings placed on unmarked technical data or computer software at its expense. The request must be received by the Contracting Officer within 6 months following the furnishing or delivery of such technical data or computer software, or any extension of that time approved by the Contracting Officer. The Contractor shall--

(A) Identify the technical data or computer software that should have been marked;

(B) Demonstrate that the omission of the marking was inadvertent, the proposed marking is justified and conforms with the requirements for the marking of technical data or computer software contained in this clause; and

(C) Acknowledge, in writing, that the Government has no liability with respect to any disclosure, reproduction, or use of the technical data or computer software made prior to the addition of the marking or resulting from the omission of the marking.

(3) *Government purpose rights markings*. Technical data or computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract Number TBD
Contractor Name Offeror to Fill-in
Contractor Address Offeror to Fill-in

Expiration Date Offeror to Fill-in

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data or computer software are restricted by the government purpose rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(4) *Limited rights markings*. Data delivered or otherwise furnished to the Government with limited rights shall be marked as follows:

LIMITED RIGHTS

Contract Number TBD
Contractor Name Offeror to Fill-in
Contractor Address Offeror to Fill-in

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by the limited rights license in the DFARS 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(5) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked as follows:

RESTRICTED RIGHTS

Contract Number TBD
Contractor Name Offeror to Fill-in
Contractor Address Offeror to Fill-in

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by the restricted rights license in the DFARS 252.227-7014, Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation, clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(6) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked as follows:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data or software are restricted by Contract Number *[Insert contract number]* TBD, *License Number [Insert license identifier]* Offeror to Fill-in. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (c)(5) of this clause).

(7) *Preexisting data or software markings*. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The Contractor shall follow the marking procedures in paragraph (g)(1) of this clause.

(h) *Contractor procedures and records*. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(i) *Removal of unjustified and nonconforming markings*--(1) *Unjustified technical data markings*. The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software delivered or to be delivered under this contract are contained in the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Asserted Restrictions clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data or computer software markings*. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the DFARS 252.227-7997, Validation of Asserted Restrictions, clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within 60 days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(j) *Relation to patents*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(k) *Limitation on charges for rights in technical data, computer software, or computer software documentation*. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data, computer software, or computer software documentation the Contractor must deliver under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data or software are available to the public without restrictions.

(2) The limitation in paragraph (k)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, computer software, or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data, computer software, or computer software documentation will be delivered.

(l) *Applicability to subcontractors or suppliers*. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U. S.C. 3771-3775, 10 U.S.C. 3781-3786, and the identification, assertion, and delivery processes of paragraph (f) of this clause are recognized and protected.

(2)(i) Except as provided in paragraph (l)(2)(ii) of this clause, the Contractor shall include this clause in any subcontract or contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This requirement applies to technical data or software related to other than commercial products or commercial services, or related to commercial products or commercial services developed in any part with Government funds. The Contractor shall also require its subcontractors and suppliers to include this clause, without alteration except to identify the parties, in any contractual instrument under which technical data or computer software will be obtained from a subcontractor or supplier for delivery to the Government. This clause will govern the technical data related to an other than commercial product or service or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and the clause at 252.227-7990 will govern the technical data related to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to expand or reduce the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data, computer software, or computer software documentation.

(ii) The Contractor shall use the clause at DFARS 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, to govern technical data, computer software, or computer software documentation that is SBIR/STTR data.

(3) Technical data, computer software, or computer software documentation a subcontractor or supplier must deliver shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data or software directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use the award of a contract as economic leverage to obtain rights in technical data, computer software, or computer software documentation from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data, computer software, or computer software documentation as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.232-7007 Limitation of Government's Obligation. (Apr 2014)

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) ____*[Contracting Officer insert after negotiations]* is/are incrementally funded. For this/these item(s), the sum of $ ____ *[Contracting Officer insert after negotiations]* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	$ ____
(month) (day), (year) ____	$ ____
(month) (day), (year) ____	$ ____
(month) (day), (year) ____	$ ____

(End of clause)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

52.217-7 VAR I OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION I) (OCT 2018) **(Oct 2018)**

The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the Schedule. If more than one option exists, the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

ITEM(S)	LATEST OPTION EXERCISE DATE
CLIN 0003	12 months after contract award
CLIN 0004	12 months after contract award
CLIN 0005	12 months after contract award
CLIN 0006	12 months after contract award
CLIN 0007	12 months after contract award
CLIN 0008	12 months after contract award
CLIN 1003	24 months after contract award
CLIN 1004	24 months after contract award
CLIN 1005	24 months after contract award

CLIN 1006	24 months after contract award
CLIN 1007	24 months after contract award
CLIN 1008	24 months after contract award
CLIN 2003	36 months after contract award
CLIN 2004	36 months after contract award
CLIN 2005	36 months after contract award
CLIN 2006	36 months after contract award
CLIN 2007	36 months after contract award
CLIN 2008	36 months after contract award
CLIN 3003	48 months after contract award
CLIN 3004	48 months after contract award
CLIN 3005	48 months after contract award
CLIN 3006	48 months after contract award
CLIN 3007	48 months after contract award

CLIN 3008	48 months after contract award
CLIN 4003	60 months after contract award
CLIN 4004	60 months after contract award
CLIN 4005	60 months after contract award
CLIN 4006	60 months after contract award
CLIN 4007	60 months after contract award
CLIN 4008	60 months after contract award

(End of Clause)

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

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

ITEMS	LATEST OPTION EXERCISE DATE
CLIN 0009	12 months after contract award
CLIN 0010	12 months after contract award
CLIN 0011	12 months after contract award
CLIN 0012	12 months after contract award

CLIN 0014	12 months after contract award
CLIN 0015	12 months after contract award
CLIN 1009	24 months after contract award
CLIN 1010	24 months after contract award
CLIN 1011	24 months after contract award
CLIN 1012	24 months after contract award
CLIN 1014	24 months after contract award
CLIN 1015	24 months after contract award
CLIN 2009	24 months after contract award
CLIN 2010	36 months after contract award
CLIN 2011	36 months after contract award
CLIN 2012	36 months after contract award
CLIN 2014	36 months after contract award
CLIN 2015	36 months after contract award

CLIN 3009	48 months after contract award
CLIN 3010	48 months after contract award
CLIN 3011	48 months after contract award
CLIN 3012	48 months after contract award
CLIN 3014	48 months after contract award
CLIN 3015	48 months after contract award
CLIN 4009	60 months after contract award
CLIN 4010	60 months after contract award
CLIN 4011	60 months after contract award
CLIN 4012	60 months after contract award
CLIN 4014	60 months after contract award
CLIN 4015	60 months after contract award
CLIN 9800	60 months after contract award

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "Level of Effort - Alternate I", if the total manhours delineated in paragraph

(a) of the Level of Effort requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of Clause)

Section J - List of Attachments

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

List of Exhibits:

Exhibit A	Contract Data Requirements List (CDRL), DD Form 1423, FEB 2024

List of Supplements:

Supplement A1	Technical Data Package (TDP) Option Selection Worksheet

List of Attachments:

Attachment #	Description
Attachment J-1	DoD Security Classification Specification (DD254)
Attachment J-2	ECDIS Production GFE List
Attachment J-3	ECDIS Production GFI List
Attachment J-4	ECDIS Production Spares Price List (Offeror to complete) (Incorporated at contract award)
Attachment J-5	Small Business Subcontracting Plan (Offeror to propose) (Incorporated at contract award)
Attachment J-6	DFARS 252.227-7017 Data Rights Assertions List (Hardware) (Incorporated at contract award)
Attachment J-7	DFARS 252.227-7017 Data Rights Assertions List (Software) (Incorporated at contract award)
Attachment J-8	DFARS 252.227-7028 Data Rights Assertions List (Incorporated at contract award)
Attachment J-9	Commercial Technical Data (TD), Commercial Computer Software (CS), or Commercial Computer Software Documentation (CSD) - Government Use Restrictions (Incorporated at contract award)
Attachment J-10	Note B Table 2A-2D
Attachment J-11	List of Common Acronyms
Attachment J-12	Terms of Use Agreement

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Sep 2024		
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		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government.	Jun 1995		

FAR Clauses Incorporated by Full Text

52.203-2 Certificate of Independent Price Determination. (Apr 1985)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)
(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision Offeror to Fill-in[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-5 Women-Owned Business (Other Than Small Business). (Oct 2014)

WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

(a) *Definition.*"Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation*. [*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation*.] The offeror represents that it ☐ is a women-owned business concern.

(End of provision)

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Deviation 2026-O0038) (Feb 2026)

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (FEB 2026) (DEVIATION 2026-O0038)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395 (b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

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

(1) It ☐ is, ☐ is not an inverted domestic corporation; and

(2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters. (Deviation 2026-O0038) (Feb 2026)

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION 2026-O0038)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(*1*) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(*2*) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 Information Regarding Responsibility Matters. (Deviation 2026-O0038) (Feb 2026)

INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038) (Feb 2026)

REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2026) (DEVIATION 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038) (Feb 2026)

VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (FEB 2026) (DEVIATION 2026-O0038)

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

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

☐ (1) The Offeror certifies that-

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

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

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

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

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

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

52.225-18 Place of Manufacture. **(Aug 2018)**

PLACE OF MANUFACTURE (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) FPSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(End of provision)

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

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

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

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

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

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

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

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

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

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

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

(End of provision)

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)

252.204-7998	**Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)**	**(Feb 2026)**	**Alternate A Deviation 2026-O0043**	**(Feb 2026) (Feb 2026)**

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

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

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

[ ] (i) Paragraph (g) applies.

[ ] (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

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

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

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

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

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

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

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

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

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

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

[ ] (iii) 252.225-7020, Trade Agreements Certificate.

[ ] Use with Alternate I.

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

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

[ ] Use with Alternate I.

[ ] Use with Alternate II.

[ ] Use with Alternate III.

[ ] Use with Alternate IV.

[ ] Use with Alternate V.

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

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

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov* After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification (s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in
Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in
Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in
Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in
Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in

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

(End of provision)

252.225-7000 Buy American--Balance of Payments Program Certificate. (Feb 2024)

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
Offeror to Fill-in	Offeror to Fill-in
Offeror to Fill-in	Offeror to Fill-in
Offeror to Fill-in	Offeror to Fill-in

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in
Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in
Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).

Domestic end products containing a critical component or a critical item:

Line Item Number Offeror to Fill-in

[List as necessary]

(End of provision)

252.227-7992 Identification and Assertion of Use, Release, or Disclosure Restrictions. (DEVIATION 2026-O0036) (Feb 2026) Deviation 2026-O0036 (Feb 2026)

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DEVIATION 2026-O0036) (FEB 2026)

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

"Computer software" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"SBIR/STTR data" is defined in the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

"Technical data" is defined in--

(1) The 252.227-7989, Rights in Technical Data, Computer Software, and Computer Software Documentation--Other Than Commercial Products and Commercial Services, clause of this solicitation; or

(2) If this solicitation contemplates a contract under the Small Business Innovation Research Program or Small Business Technology Transfer Program, the 252.227-7993, Rights in Other Than Commercial Technical Data and Computer Software--Small Business Innovation Research Program and Small Business Technology Transfer Program, clause of this solicitation.

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

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

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

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

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

Technical data or computer software to be delivered with restrictions[1]	Basis for assertion[2]	Asserted rights category[3]	Name of person asserting restrictions[4]
(LIST)[5]	(LIST)	(LIST)	(LIST)
Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in

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

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

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

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

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

Date Offeror to Fill-in

Printed Name and Title Offeror to Fill-in

Signature Offeror to Fill-in

(End of identification and assertion)

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

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

(End of provision)

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)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

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

(a) An offeror may not receive export-controlled technical data, which is specified in this solicitation, unless the offeror is a qualified U.S. contractor as defined in paragraph (b). See paragraph (c) and (d) for instructions on becoming a qualified U.S. contractor. Questions about this program or DD Form 2345 should be addressed to U.S./Canada Joint Certification Office, Defense Logistics Information Services (DLIS), Federal Center, 74 Washington Avenue North, Battle Creek, MI 49017-3084; or telephone (877) 352-2255; or email jcp-admin@dla.mil.

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

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

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

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

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

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

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

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

(End of Provision)

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

SEE ATTACHMENT L-9 for Section L - Instructions, Conditions, & Notices to Offerors or Quoters

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Jan 2017		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.214-34	Submission of Offers in the English Language.	Apr 1991		
52.214-35	Submission of Offers in U.S. Currency.	Apr 1991		
52.215-16	Facilities Capital Cost of Money.	Jun 2003		
52.232-31	Invitation to Propose Financing Terms.	Dec 2022		
52.233-2	Service of Protest. (Deviation 2026-O0038)	Feb 2026		
52.237-10	Identification of Uncompensated Overtime.	Mar 2015		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.215-7996	Notification to Offerors-Postaward Debriefings. (DEVIATION 2026-O0048)	Mar 2026	Deviation 2026-O0048	Mar 2026
252.225-7003	Report of Intended Performance Outside the United States	Oct 2025		
252.232-7016	Notice of Progress Payments or Performance-Based Payments.	Apr 2020		
252.234-7998	Notice of Earned Value Management System. (DEVIATION 2026-O0011)	Feb 2026	Deviation 2026-O0011	Feb 2026
252.239-7017	Notice of Supply Chain Risk.	Dec 2022		

FAR Clauses Incorporated by Full Text

52.207-4 Economic Purchase Quantity-Supplies. (Aug 1987)

Economic Purchase Quantity-Supplies (Aug 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Offeror to Fill-in

Offeror to Fill-in

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations			
Item	Quantity	Price Quotation	Total
Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in
Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in

Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in
Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

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 Firm-Fixed-Price, Cost Plus Fixed Fee, and Cost Only contract resulting from this solicitation.

(End of provision)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038) (Feb 2026)

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FEB 2026) (DEVIATION 2026-O0038)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) *Waiver of evaluation preference*. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

☐ Offeror chooses to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

FAR Clauses & Provisions: https://www.acquisition.gov/far-overhaul

DFARS Clauses & Provisions: https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

NMCARS Clauses & Provisions: https://www.secnav.navy.mil/rda/DASN-P/Pages/NMCARS.aspx

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

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

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

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

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

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: **2** *[Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]*. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

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

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

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

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

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

(End of provision)

252.215-7992 Only One Offer. (DEVIATION 2026-O0048) (Mar 2026) Deviation 2026-O0048 (Mar 2026)

ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

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

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) *Canadian Commercial Corporation*. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at 15.404).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [*U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-1 with the notification*].

TBD

(4) As specified in FAR 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) *Subcontracts*. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

252.215-7993 Proposal Adequacy Checklist. (DEVIATION 2026-O0048) (Mar 2026) Deviation 2026-O0048 (Mar 2026)

PROPOSAL ADEQUACY CHECKLIST (DEVIATION 2026-O0048) (MAR 2026)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
GENERAL INSTRUCTIONS			
1. FAR 15.408-2, Table 15-1, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408-2 Table 15-1 I.A or as specified in the solicitation?	Offeror to Fill-in	Offeror to Fill-in
2. FAR 15.408-2, Table 15-1, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material /tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.	Offeror to Fill-in	Offeror to Fill-in
3. FAR 15.408-2, Table 15-1, Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?	Offeror to Fill-in	Offeror to Fill-in
4. FAR 15.408-2, Table 15-1, Section I, Paragraph C(1)	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as-- (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume;		

FAR 2.101, "Cost or pricing data"	(4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.	Offeror to Fill-in	Offeror to Fill-in
5. FAR 15.408-2, Table 15-1, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?	Offeror to Fill-in	Offeror to Fill-in
6. FAR 15.403-2(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-2(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)	Offeror to Fill-in	Offeror to Fill-in
7. FAR 15.408-2, Table 15-1, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?	Offeror to Fill-in	Offeror to Fill-in
8. FAR 15.408-2, Table 15-1, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?	Offeror to Fill-in	Offeror to Fill-in
9. FAR 15.408-2, Table 15-1, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?	Offeror to Fill-in	Offeror to Fill-in
10. FAR 15.408-2, Table 15-1, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)	Offeror to Fill-in	Offeror to Fill-in
11. FAR 15.408-2, Table 15-1, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?	Offeror to Fill-in	Offeror to Fill-in
12. FAR 15.408-2, Table 15-1, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?	Offeror to Fill-in	Offeror to Fill-in

13. FAR 15.408-2, Table 15-1, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?	Offeror to Fill-in	Offeror to Fill-in
COST ELEMENTS			
MATERIALS AND SERVICES			
14. FAR 15.408-2, Table 15-1, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.	Offeror to Fill-in	Offeror to Fill-in
SUBCONTRACTS (Purchased materials or services)			
15. DFARS 215.404-8	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?	Offeror to Fill-in	Offeror to Fill-in
16. FAR 15.404-8(b) FAR 52.244-2	Per the thresholds of FAR 15.404-8(b), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?	Offeror to Fill-in	Offeror to Fill-in
17. FAR 15.408-2, Table 15-1, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price /cost analysis, and submission of the price/cost analysis?	Offeror to Fill-in	Offeror to Fill-in
EXCEPTIONS TO CERTIFIED COST OR PRICING DATA			
	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial products or commercial services proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?		

18. FAR 52.215-20, FAR 2.101, "commercial product" or "commercial service"	a. Has the offeror specifically identified the type of commercial product or commercial service claim (FAR 2.101 "commercial product" or "commercial service" definition), and the basis on which the commercial product or commercial service meets the definition? b. For modified commercial products (FAR 2.101 "commercial product" definition); did the offeror classify the modification(s) as either-- i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-2 (c)(3)(iii)(B)? c. For proposed commercial products "of a type", or "evolved" or modified (FAR 2.101 "commercial product" definition), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?	Offeror to Fill-in	Offeror to Fill-in
19.	[Reserved]		
20. FAR 15.408-2, Table 15-1, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?	Offeror to Fill-in	Offeror to Fill-in
INTERORGANIZATIONAL TRANSFERS			
21. FAR 15.408-2, Table 15-1, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-1?	Offeror to Fill-in	Offeror to Fill-in
22. FAR 15.408-2, Table 15-1, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR15.403-2?	Offeror to Fill-in	Offeror to Fill-in
DIRECT LABOR			
23. FAR 15.408-2, Table 15-1, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.	Offeror to Fill-in	Offeror to Fill-in

24. FAR 15.408-2, Table 15-1, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?	Offeror to Fill-in	Offeror to Fill-in
25. FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?	Offeror to Fill-in	Offeror to Fill-in
INDIRECT COSTS			
26. FAR 15.408-2, Table 15-1, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)	Offeror to Fill-in	Offeror to Fill-in
OTHER COSTS			
27. FAR 15.408-2, Table 15-1, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?	Offeror to Fill-in	Offeror to Fill-in
28. FAR 15.408-2, Table 15-1, Section II Paragraph E	If royalties exceed $1,500 does the proposal provide the information /data identified by Table 15-1?	Offeror to Fill-in	Offeror to Fill-in
29. FAR 15.408-2, Table 15-1, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?	Offeror to Fill-in	Offeror to Fill-in
FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES			
30. FAR 15.408-2, Table 15-1, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408-2, Table 15-1 III? (or alternative format if specified in the request for proposal)	Offeror to Fill-in	Offeror to Fill-in
31. FAR 15.408-2, Table 15-1, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408-2, Table 15-1.III.B?	Offeror to Fill-in	Offeror to Fill-in

32. FAR 15.408-2, Table 15-1, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408-2, Table 15-1.III.C?	Offeror to Fill-in	Offeror to Fill-in
OTHER			
33. FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?	Offeror to Fill-in	Offeror to Fill-in
34. FAR 16.203-4 and FAR 15.408-2, Table 15-1, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?	Offeror to Fill-in	Offeror to Fill-in
35. FAR **52.232-28**	If the offeror is proposing Performance-Based Payments did the offeror comply with FAR **52.232-28**?	Offeror to Fill-in	Offeror to Fill-in
36. FAR 15.110(v) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?	Offeror to Fill-in	Offeror to Fill-in

(End of provision)

Additional Regulation or Supplemental Clauses Incorporated by Full Text

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

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

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

(1) The support contractor not disclose any information;

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

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

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

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

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

(End of Provision)

L-204-H002 SPECIAL PROPOSAL RECEIPT REQUIREMENTS FOR WASHINGTON NAVY YARD (NAVSEA) (APR 2024) (Apr 2024)

(a) NAVSEA HQ is located at the Washington Navy Yard (WNY) where access is strictly limited in accordance with Naval District Washington (NDW) security regulations. It is recommended that proposals be mailed in accordance with RFP instructions. In the event you prefer to hand carry your proposal, ensure adequate time has been allowed by your representative to accommodate the additional security procedures. Detention at a NDW gate or failure to adhere to the procedures provided herein will not be considered an exception to timely proposal delivery as addressed in FAR 52.215-1, Instructions to Offerors - Competitive Acquisitions.

(b) Offerors hand carrying proposals shall call the Contracting Officer or Contract Specialist at least 48 hours prior to arriving at the WNY to make arrangements. Offerors with proper credentials (Common Access Card (CAC)) can enter the WNY via any accessible turnstile; use of the turnstiles also requires a two-factor authentication PIN, which can be obtained by calling the WNY Visitor Control Center at (202) 433-3738. Other offerors must go to the O Street Gate, WNY Visitor Control Center, where they will need to be sponsored onto the installation by a Government representative of the Contracting Officer. Offerors driving onto the WNY must fully comply with NSAWINST 5560.1D dated 12 December 2018. Packages should not be sealed as they are subject to inspection. Classified material shall be prepared in accordance with current security requirements. The Contracting Officer or Contract Specialist may receive the proposal and provide the offeror a receipt with the time and date of delivery.

(c) All offerors shall mark each RFP package with the name of the Contracting Officer and the Contract Specialist, their codes and phone numbers. In the event you have not been provided with this information contact the person listed in Block 10 of the SF 33.

(End of Provision)

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

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, either as a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to **PEO IWS 6.0**, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all-inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (OCI) or similar requirement

which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an OCI or similar requirement in current or completed contract(s), the Offeror shall comply with FAR subpart 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI or similar requirement.

(b) Offerors also are reminded that certain potential conflicts of interest may arise where an Offeror has unequal access to nonpublic information about a competitor that may provide the Offeror with an unfair competitive advantage and preclude, restrict or limit participation, in whole or in part, either of the individual, subcontractor or prime contractor under this competitive procurement. For example, a potential conflict may arise if former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror may have gained access to nonpublic information about a competitor through participation in previous or ongoing performance or during the solicitation development/source selection process associated with this competitive procurement, and then participates in the formation of the Offeror's proposal. Other potential conflicts of interest may arise where either the former Department of Navy employee(s), subcontractors, or teaming partners of the Offeror under this competitive procurement set the ground rules for competition; for example, by drafting specifications or assisting in the drafting of the statement of work. General guidance may be found in FAR 3.101 and 9.505; however, this guidance is not all-inclusive.

(c) If an Offeror identifies a potential conflict of interest that exists at any tier, that Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract or previous source selection's solicitation number and name and phone number of the Contracting Officer for the contract which gives rise to a potential conflict of interest; (2) a copy of the requirement; (3) the statement of work and technical instruction from the existing contract, as applicable; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; (5) a brief description of the individual's, subcontractor's, or teaming partner's unequal access to nonpublic information about a competitor, which may lead to a conflict of interest in the formation of the Offeror's proposal, or establishment of ground rules for this competitive procurement, as applicable; (6) an OCI mitigation plan, as applicable; and (7) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the Offeror. The requirement to identify potential conflicts of interest as outlined herein continues until contract award. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(d) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk regardless of whether the Government determines a personal or organizational conflict of interest does or does not exist.

(e) Any potential prime contractor which proposes an individual, subcontractor, or teaming partner later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible individual, subcontractor or teaming partner. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

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

(End of Provision)

L-211-H001 UPDATES TO PERIOD OF PERFORMANCE AND DELIVERY DATES (NAVSEA) (JUN 2022) (Jun 2022)

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

(End of Provision)

L-215-H005 MAKE-OR-BUY PROGRAM (NAVSEA) (OCT 2018) (Oct 2018)

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, subsystems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its

own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) $1,500,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

(1) A description of each major item or work effort.

(2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".

(3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy".

(4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.

(5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.

(6) Identification of proposed subcontractors, if known, and their location and size status.

(7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.

(8) Any other information the Contracting Officer requires in order to evaluate the program.

(End of Provision)

L-215-H007 SUBMISSION OF QUESTIONS BY OFFERORS—ALTERNATE I (NAVSEA) (NOV 2021) (Nov 2021)

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

(b) The deadline for receipt of questions is **TBD**. Although every effort will be made, the Government makes no guarantee that questions received after the date above will be answered.

(c) All questions shall be submitted via email to the point of contact listed for this solicitation. Responses will be posted to the SAM web page at https://www.SAM.gov.

(End of Provision)

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

(a) The Offeror shall complete the "Price Group" (Block 17) and "Estimated Total Price" (Block 18) of each data item on the Contract Data Requirements List (CDRL) of this solicitation using the following instructions:

(1) Block 17. Use the specified price group defined below in developing estimated prices for each data item on the DD Form 1423:

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

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

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

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

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

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

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

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

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

(End of Provision)

L-219-H001 SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JAN 2021) (Jan 2021)

Offeror shall submit as part of its proposal a subcontracting plan in accordance with the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9). The plan shall include a five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

(End of Provision)

L-227-H002 SOFTWARE DEVELOPMENT PLAN (NAVSEA) (OCT 2018) (Oct 2018)

(a) As part of the proposal, offerors shall submit an initial SDP that at a minimum addresses the requirements of Section C. The initial SDP shall not be subject to the technical proposal page limitation of the solicitation. Offerors are advised that initial SDPs, which are concise and well-written, may receive more favorable consideration than those that contain extraneous material and/or brochuremanship.

(b) Offerors shall also submit an SDP rationale which describes why their specific approach is appropriate for the system to be procured, developed, or maintained and how their proposed processes are equivalent to those articulated by CMMI(r) capability level 3. The SDP rationale is subject to the technical proposal page limitation of the solicitation and shall not exceed **TBD** pages.

(End of Provision)

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

All offerors shall submit the following information in their proposal:

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

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

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

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

(End of Provision)

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

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

(End of Text)

Section M - Evaluation Factors for Award

SEE ATTACHMENT L-9 for Section M - Evaluation Factors for Award

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.217-4	Evaluation of Options Exercised at Time of Contract Award. (Deviation 2026-O0038)	Feb 2026		

Additional Regulation or Supplemental Clauses Incorporated by Full Text

M-209-H001 WAIVER OF FIRST ARTICLE REQUIREMENTS (CONTRACTOR TESTING) – BASIC (NAVSEA) (OCT 2018) (Oct 2018)

(a) If supplies identical or substantially identical to those called for in the Schedule have been previously furnished by the offeror and have been accepted by the Government, the first article requirements may be waived by the Government. The Offeror shall identify below the contract(s) under which supplies identical or substantially identical to those called for have been previously accepted by the Government:

Contract(s) _____

_____

(b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.

(c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, the price used in determining best value to the Government, using tradeoff evaluation criteria, will be either the price submitted for OFFER A or the price submitted for OFFER B if the Government determines an offeror is eligible for first article waiver. The decision whether to grant a waiver is entirely at the discretion of the Government.

(d) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references relating to the first article will not apply.

(End of Provision)

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

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS TO THE SPECIFICATION(S) DETAILED IN THIS SOLICITATION.

(End of Provision)

M-247-H001 F.O.B. EVALUATION CRITERIA (NAVSEA) (DEC 2018) (Dec 2018)

OFFERS SUBMITTED ON AN F.O.B. BASIS OTHER THAN THAT SPECIFIED IN SECTION F SHALL BE REJECTED AS UNACCEPTABLE.

(End of Provision)