SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

DO-03

PAGE OF PAGES

1 | 133

2. CONTRACT NO. N00024-17-R-5216

3. SOLICITATION NO. N0002419NR4010

4. TYPE OF SOLICITATION [ ] SEEN BID (IFB) [X] NEGOTIATED (RFP)

5. DATE ISSUED 15 Jun 2017

6. REQUISITION/PURCHASE NO. See Item 7

7. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ)

TEL: 82-87

FAX : 88-122

8. ADDRESS OFFER TO (Other than Item?)

14 Aug 2017

15A. NAME AND ADDRESS OF OFFEROR

15B. TELEPHONE NO (Include area code)

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

17. SIGNATURE

18. OFFER DATE

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c) 41 U.S.C. 253(c)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM

(4 copies unless otherwise specified)

24. ADMINISTERED BY (Other than Item?)

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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

SOLICITATION

9. Sealed offers in original and ______ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L.1.5 until ___:00 PM local time See Section L.1.5 (Hour) (14 Aug 2017)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME SIMONE L BRIGHTMON

B. TELEPHONE (Include area code) 202-781-4188

C. E-MAIL ADDRESS simone.brightmon@navy.mil

11. TABLE OF CONTENTS

PART I - THE SCHEDULE

(X) SEC. DESCRIPTION PAGE(S) (X) SEC. DESCRIPTION PAGE(S)

PART II - CONTRACT CLAUSES

57 - 80

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

81

PART IV - REPRESENTATIONS AND INSTRUCTIONS

82 - 87

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

88 - 122

LIST OF ATTACHMENTS

EVALUATION FACTORS FOR AWARD

123 - 133

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 price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT

(See Section 1, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO. DATE AMENDMENT NO. DATE

15A. NAME AND ADDRESS OF OFFEROR

15B. TELEPHONE NO (Include area code)

CODE

FACILITY

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

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STANDARD FORM 33 (REV. 9-97)

Prescribed by GSA

FAR (48 CFR) 53.214(c)
### Section B - Supplies or Services and Prices

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Navy ECDIS SW 1.0 Production Build  
CPIF  
Navy ECDIS Software 1.0 (Production Build)  
Completion Task  
SOW 4.0  
Note A  
NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.  
FOB: Destination  
PURCHASE REQUEST NUMBER: N0002415NR46120

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OPTION CLIN 0002  
Engineering Support Services (ESS) for Navy ECDIS Software 1.0 (Production Build)  
Level of Effort (LOE)  
SOW 5.0  
Note B, C, E, and F  
PURCHASE REQUEST NUMBER: N0002415NR46120  
CPFF

TARGET COST  
TARGET FEE

TOTAL TGT COST + FEE  
MINIMUM FEE  
MAXIMUM FEE  
SHARE RATIO ABOVE TARGET  
SHARE RATIO BELOW TARGET

ESTIMATED COST  
FIXED FEE

TOTAL EST COST + FEE
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**CPFF**

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**FIXED FEE**

**TOTAL EST COST + FEE**

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<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLIN Number 2001</td>
<td></td>
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</tr>
<tr>
<td>OPTION Navy ECDIS SW 1.2 Maintenance Build</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Navy ECDIS Software 1.2 (Maintenance Build) Engineering Services</td>
<td></td>
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<td></td>
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<tr>
<td>Option Period 2</td>
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<tr>
<td>Level of Effort (LOE)</td>
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<tr>
<td>SOW 5.0</td>
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<tr>
<td>Note B, C, E, and F</td>
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<tr>
<td>PURCHASE REQUEST NUMBER: N0002415NR46120</td>
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</tbody>
</table>

CPFF

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001AA</td>
<td>Navy ECDIS SW 1.2 Maintenance Build</td>
<td>14,204</td>
<td>Hours</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Navy ECDIS Software 1.2 (Maintenance Build) Engineering Services Year 5</td>
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<td>Option Period 2</td>
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<td>Level of Effort (LOE)</td>
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<td>Note B, C, E, and F</td>
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<td></td>
<td>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination CPFF</td>
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<td></td>
<td><strong>ESTIMATED COST</strong></td>
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<td><strong>FIXED FEE</strong></td>
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<td><strong>TOTAL EST COST + FEE</strong></td>
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</table>

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<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001BA</td>
<td>Navy ECDIS SW 1.2 Maintenance Build</td>
<td>14,204</td>
<td>Hours</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Navy ECDIS Software 1.2 (Maintenance Build) Engineering Services Year 6</td>
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<td></td>
<td>Option Period 2</td>
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<td>Level of Effort (LOE)</td>
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<td>Note B, C, E, and F</td>
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<td>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination CPFF</td>
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<tr>
<td></td>
<td><strong>ESTIMATED COST</strong></td>
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<tr>
<td></td>
<td><strong>FIXED FEE</strong></td>
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<tr>
<td></td>
<td><strong>TOTAL EST COST + FEE</strong></td>
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<td></td>
</tr>
</tbody>
</table>
ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT
--- | --- | --- | --- | --- | ---
CLIN Number 2002

OPTION
Travel and ODC
COST
Travel and ODC in support of CLIN 2001
Option Period 2
Note C and D
SOW 6.0
FOB: Destination
PURCHASE REQUEST NUMBER: N0002415NR46120

ESTIMATED COST

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(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 $500 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.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0007 LIMITATION OF COST/LIMITATION OF FUNDS (NAVSEA) (SEP 1990)

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.

Applicable CLIN(s): 0001, 0002, 0003, 1001, 1002, 2001, and 2002

HQ B-2-0013 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT – ALTERNATE I (NAVSEA) (JAN 2008)
(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(d) Separate invoices shall be submitted for selected replacement repair parts subsequent to the establishment of prices therefor in accordance with SECTION C of this contract.

Applicable CLIN(s): 0002, 1001, and 2001
Applicable CLIN(s): 0001

HQ B-2-0015 PAYMENT OF FEES(S) (LEVEL OF EFFORT – ALTERNATE I) (NAVSEA) (MAY 2010)

(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 for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with 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, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

Applicable CLIN(s): 0002, 1001, and 2001

HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (APR 2015)

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

(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, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

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

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

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

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

Applicable CLIN(s): 0003, 1002, and 2002

HQ B-2-0023 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST/FIXED PRICE) (FEB 1997)

This contract includes the following mixture of cost reimbursement and fixed price line items:

<table>
<thead>
<tr>
<th>Item</th>
<th>Type</th>
</tr>
</thead>
</table>

Applicable CLIN(s): 2003, 1001, and 2002
NOTE A - INCENTIVE FEE INSTRUCTIONS FOR CLIN 0001

Note: Upon award, the successful Offeror's proposed maximum and target fee percentages, if less than the solicitation stated thresholds, will be incorporated in the paragraph below and in FAR clause 52.216-10 INCENTIVE FEE in Section I.

Minimum fee shall be zero percent (0%). Maximum fee shall be eleven percent (11%). Target fee shall not be greater than nine (9%). Additionally, these fee maximums apply to all subcontractors when CPIF type subcontracts are proposed.

(1) The target cost, target fee amounts shall be based upon the actual cost the Contractor provides. Average hourly rate is determined by including all allowable costs (including Facilities Capital Cost of Money (FCCM), if applicable). Fee/hour is calculated on cost less FCCM (if applicable). (If FCCM is proposed please add needed columns.)

INCENTIVE FEE TABLE

<table>
<thead>
<tr>
<th>CLIN</th>
<th>QTY (HOURS)</th>
<th>Min Fee/Hrs (MinF)</th>
<th>Target Fee/Hrs (TF)</th>
<th>Max Fee/Hour (MF)</th>
<th>Target Cost/Hrs (Rate)</th>
<th>Min Fee (Hrs*MinF)</th>
<th>Target Fee (Hrs*TF)</th>
<th>Max Fee (Hrs*MF)</th>
<th>Target Cost (Hrs*Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

*Offerors shall complete this table.

(i) The CPIF target cost for CLIN 0001 shall be entered in the Target Cost column in the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, corresponding to each CLIN by the target cost per hour (Target Cost/Hour (Rate)). The target cost per hour (Target Cost/Hour (Rate)) shall include all proposed cost (including FCCM (if proposed) and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the target cost.

(ii) The CPIF target fee for CLIN 0001 shall be determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, for the corresponding CLIN by the target fee per hour (Target Fee/ Hour (TF)) from the INCENTIVE FEE TABLE. This shall be entered in the Target Fee (Target Fee (Hrs * TF)) column of the INCENTIVE FEE TABLE above.
(iii) The share ratio for the CPIF portion of the fee structure is 50/50 (50% Government and 50% Contractor) for both under-runs and over-runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the final target cost for CLIN 0001. See the Incentive Fee clause (FAR 52.216-10) in Section I of this contract for further information on how the target cost and target fee are determined and the fee earned is calculated.

(iv) Final Costs & Fees. Actual resulting fee will be calculated at the end of the POP for CLIN 0001 at the CLIN level. Final cost and fee are shown in the following table.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Delivered Hours</th>
<th>Actual Cost Per Hour</th>
<th>Actual Cost (A*B=C)</th>
<th>Final Target Incentive Fee</th>
<th>Incentive Fee Share Line Adjustment</th>
<th>Computed Incentive Fee (D+E=F)</th>
<th>Total (C+F=G)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

**NOTE B** - Applicable to CLINs 0002, 1001, and 2001 - These CLINs are Cost Plus Fixed Fee (CPFF). The Offeror shall propose no more than eight percent (8%) for fixed fee. The available fixed fee amount shall be calculated as a percentage of cost, less FCCM. The Government will issue Technical Instructions in accordance with NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015) included in Section H of this contract. This is an estimated amount of labor hours, and does not indicate that the Government will necessarily require this amount or any at all.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Hours</th>
<th>Section B Fixed Fee Amount</th>
<th>Section B Fixed Fee Amount/Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>0002</td>
<td>5,682</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>1001</td>
<td>28,408</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>2001</td>
<td>28,408</td>
<td>*</td>
<td>*</td>
</tr>
</tbody>
</table>

*Offerors shall complete this table.* The Offeror shall divide the proposed Section B fixed fee amount by the associated hours and insert the result rounded to the nearest penny in the appropriate column in the table above. The Offeror shall propose no less than zero percent (0%) and no more than eight percent (8%) for fixed fee. The proposed Section B Fixed Fee Amount shall be in whole dollars. The Government reserves the right to unilaterally correct any mathematical errors.

**NOTE C** - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised. Applicable CLINs: 0002, 0003, 1001, 1002, 1003, 2001, and 2002.

**NOTE D** - Applicable to CLINs 0003, 1002, and 2002 - Offeror is to propose the Government specified Estimated Cost only amount indicated in the table below.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Travel</th>
<th>Material</th>
<th>Total Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>0003</td>
<td>$70,000</td>
<td>$0</td>
<td>$70,000</td>
</tr>
<tr>
<td>1002</td>
<td>$70,000</td>
<td>$0</td>
<td>$70,000</td>
</tr>
</tbody>
</table>
NOTE E - Applicable to CLINs 0002, 1001, and 2001 - Level of Effort Items in accordance with NAVSEA Provision 5252.216-9122 entitled “LEVEL OF EFFORT” to the contract. The hours shown in the schedule are the hours allocated for each CLIN to be performed within the period established under Section F of the contract entitled “DELIVERIES OF PERFORMANCE” and include both prime and subcontracts hours.

NOTE F - Applicable to CLINs 0002, 1001, and 2001 - The Government will issue Technical Instructions (TIs) in accordance with NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999) included in Section H of this contract. The Contractor shall not perform any efforts under these items until and unless tasked by the Government. The Offeror is required to price man-hours per option year. This is an estimated amount of labor hours, and does not indicate that the Government will necessarily require this amount or any at all. These CLINs are Cost Plus Fixed Fee (CPFF). Any allowable Travel, Other Direct Costs (ODC) or Incidental Material associated with the performance of the TIs will be reimbursed with the associated Travel/ODC CLINs.

NOTE G - Applicable to CLIN 0004 (Data CLIN). The item is NOT SEPARATELY PRICED (NSP).

NOTE H – Applicable to CLIN 1003, Data Rights/ Licenses - The Offeror shall fill this in with their proposed price for those rights which the Offeror is willing to sell in accordance with Section L.4.1 paragraph (7) which states - the Government desires at least Government Purpose Rights (GPR), as defined at DFARS 252.227-7013 and - 7014, in all non-commercial technical data and computer software. Where less than GPR are being provided to the Government, the Government requests that the Offeror provide the price of buy-out for GPR for those rights which the Offeror is willing to sell. The Offeror shall not include the prices of the buy-out options in the Technical Approach, Volume II, of the proposal. Rather, for each technical data/computer software deliverable which is being offered with less than GPR, prices for conversion of the deliverable data rights to GPR shall be included in CLIN 1003.
Section C - Descriptions and Specifications

STATEMENT OF WORK (SOW)

1.0 SOW Scope

This Statement of Work (SOW) addresses the Software Design Agent support required to produce, maintain, and upgrade the Navy Electronic Chart and Display Information System (ECDIS) Software (SW).

This SOW specifies the requirements for the production, integration, documentation, testing and delivery of the Navy ECDIS SW. The requirements in this SOW shall be applied to the initial Navy ECDIS SW Production Build (CLIN 0001) as well as the follow-on Maintenance Builds (CLINs 1001 and 2001), if options are exercised.

2.0 RESERVED

3.0 SOW Applicable Documents

3.1 Military Specifications, Standards, and Handbooks

| MIL-STD-1472G | Human Engineering dated 11 Jan 2012 |

3.2 Department of Defense (DoD) and Other Government Documents

| Software Requirements Document (SRD) for the U.S. Navy Electronic Chart Display and Information System (NAVY ECDIS), Rev 1.0 (with Change 1), 13 JAN 2016 |
| Requirements Traceability Matrix for the U.S. Navy Electronic Chart Display and Information System (NAVY ECDIS), Rev 1.0 (with Change 1), 13 JAN 2016 |
| Configuration Management Plan for PEO IWS 6.0 Command and Control Directorate, Rev 4, 8 Sep 2014 |
| NAVSEAINST 9410.2A, Naval Warfare Systems Certification Policy, 24 Aug 2012 |
| OPNAVINST 9420.2A, Navy Electronic Chart Display and Information System Policy and Standards, 31 Oct 2014 |
| DoD Open Systems Architecture, Contract Guidebook for Program Managers, v.1.1, Jun 2013 |
| DoD Anti-Tamper (AT) Guidelines, Version 2.0 |
| DoDI 8500.01, Cybersecurity, dated 14 March 2014 |
| DoDI-8510.01 Risk Management Framework for DoD information Technology dated 12 March 2014 |

3.3 Non-Government Documents

3.4 Use of Standards

The Contractor shall use the following standards in descending order of importance:

- Standards as specified in 3.1, 3.2 and 3.3.
- Commercial standards developed by international or national industry standards bodies that have been widely adopted by industry. Examples of widely adopted standards include SQL for databases (e.g., SQL for databases ANSI ISO/IEC 9075-1, ISO/IEC 9075-2, ISO/IEC 9075-3, ISO/IEC 9075-4, ISO/IEC 9075-5), HTML for presentation layer (e.g., XML 1.0 www.webstandards.org), XML for data transfer, Web services for remote system calls.
- Standards adopted by industry consensus-based standard bodies and widely adopted in the market place.
- De facto standards (those widely adopted and supported in the market place).

3.5 Contract Security Classification

The Contractor shall comply with Department Of Defense Contract Security Classification Specification, DD Form 254, attached hereto.

The Contractor is required to have an Active SECRET Facility Clearance for performance on this contract. The Contractor must have a Safeguarding Level of SECRET. The Government’s Program Manager will designate certain Contractor personnel required to have and maintain at a minimum a final SECRET security clearance.

The Contractor requires access to “For Official Use Only (FOUO)” which shall be managed in accordance with DoD M-5200.01 Volume 4, DoD Information Security Program: Controlled Unclassified Information (CUI) of 2/24/2012

The contractor requires access to classified source data up to and including SECRET in support of this contract. Classified material generated in support of this contract shall be classified in accordance with the DD 254. Automated Information Systems (AIS) must be certified and accredited by the Defense Security Services (DSS) prior to processing classified information.

The Contractor may be required to fabricate, modify, operate or store classified hardware, such as processor hard drives. All classified data and hardware will be protected in accordance with (IAW) DoD 5220.22-M, National Industrial Security Program Operation Manual (NISPOM) and DSS.

The Contractor, and any subcontractors or supplier, 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.
4.0 SOW Requirement for Navy ECDIS SW, CLIN 0001
The Contractor shall produce Navy ECDIS SW in accordance with this SOW. The Navy ECDIS SW shall meet all requirements of the SRD for the U.S. Navy ECDIS. The following requirements apply to the initial Navy ECDIS SW Production Build 1.0 (CLIN 0001).

4.1 Software Development
The Contractor shall develop and implement secure coding and cyber security in accordance with NIST SP 800-64 Rev 2; NIST SP 800-53 Rev 4; the STIGs; DoDI 8500.01, Cybersecurity, dated 14 March 2014; DoDI-STD-8510.01 Risk Management Framework for DoD information Technology dated 12 March 2014; and the Open Web Application Security Project (OWASP) Secure Coding Practices Reference Guide 2.0.

The Contractor shall develop and implement Anti-Tamper software protection measures, as appropriate, for the case of unplanned loss, to protect Critical Program Information (CPI) and Anti-Tamper Critical Technologies defined by DoDI 5200.39. DoD Anti-Tamper Guidelines, Version 2.0, is available as guidance. Anti-Tamper measures shall deter efforts to reverse engineer, exploit, or develop countermeasures. Anti-Tamper measures shall prevent unauthorized access to critical software functionality regardless of the system configuration.

4.1.1 Open System Architecture (OSA)
The Contractor shall produce the software with an OSA using modular design, standards-based interfaces, and widely-supported consensus-based standards in accordance with the SRD for Navy ECDIS SW paragraph 3.13. The Contractor shall define, document, and follow an Open Systems Management Plan that incorporates appropriate considerations for re-configurability, portability, maintainability, technology insertion, vendor independence, reusability, scalability, interoperability, upgradeability, and long-term supportability.

- CDRL A001 Management Plan, Open Systems Management Plan

4.1.2 Human Systems Integration (HSI)
The Contractor shall incorporate HSI principles and design during software design and integration activities in accordance with the SRD for Navy ECDIS SW. Periodic HSI Reviews will be held to allow user feedback into the Human Machine Interfaces (HMI). The Contractor shall develop a Human Systems Integration Program Plan (HSIPP) that describes their approach to develop and manage HSI requirements, elements, and functionalities to ensure the attainment of all HSI objectives. The Contractor shall incorporate the "Department of Defense Design Criteria Standard – Human Engineering" (from MIL-STD-1472G), into the HSI design of Navy ECDIS.

- CDRL A002 Human Systems Integration Program Plan

4.1.3 Hardware Integration
The Navy ECDIS SW will be installed on all US Navy Commissioned Ships, Military Sealift Command vessels and Expeditionary platforms. The software will be installed at various shore commands in support of operational units. This will require the software to operate on a wide variety of hardware configurations. SRD for Navy ECDIS SW Appendix A identifies platform configurations for many of the US Navy ships and Appendix J identifies the minimum expected hardware requirements that the software must operate on. The Contractor shall conduct testing IAW SOW 4.1.7.

The Contractor shall assess the system design defined by the SRD during initial production build, and if required, follow-on Maintenance Builds. The Contractor shall submit a Request for Variance (RFV) to propose any alternate design approaches and planned modifications to the system hardware for successful achievement of the SRD requirements in the event that hardware technology improvements are required to ensure performance of the system.

- CDRL A006 Request For Variance (RFV)
4.1.4 Quality Assurance
The Contractor shall provide and maintain a quality management system in accordance with HQ-E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA)(SEP2009) and shall adhere to the quality program controls of HQ-E-2-0014 QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA)(MAY1995). The Contractor shall submit a 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 QAPP shall address the software quality provisions of IEEE/EIA 12207.2008. The QAPP shall contain measurable quality objectives and the metrics by which they are to be measured. The Navy ECDIS SW shall adhere to the approved QAPP. The QAPP shall be reviewed with each exercised contract option and, if required, revised and resubmitted.

- CDRL A003 Quality Assurance Program Plan

4.1.5 Configuration Management (CM)
The Contractor shall prepare and submit a Software Configuration Management Plan. The CM Plan shall describe, at a minimum, the configuration management activities, procedures, and schedule for performing software CM activities; the organization(s) responsible for performing configuration management and activities; and their relationship with other organizations, such as software development and software maintenance. The Navy ECDIS SW shall adhere to the approved CM Plan. The CM Plan shall be reviewed, revised, and resubmitted as required.

A Software Configuration Control Board (SCCB) is to be established to control the software baseline. The SCCB shall be chaired by the Government (PEO IWS 6) and consist of both Contractor and Government representatives. The SCCB shall discuss and review Software Problem Improvement Reports (SPIRs), review GFE/GFI deficiencies, review Request for Variance. The Government shall schedule the SCCB meeting as needed to address SPIRs. The SCCBs shall be via teleconference and scheduled within five working days of SPIR entry. The Government shall provide a list of SPIRs to be reviewed with each meeting notification.

The Contractor shall be responsible for maintaining the software configuration baseline over the life of this contract. The Contractor shall use an industry standard distributed Software Configuration Management (SCM) system such as Git or Mercurial for all software production. The initial software baseline shall be established going into FQT, at which time the SCCB shall assume configuration control and no changes shall be implemented without SCCB approval.

The Contractor shall prepare and submit a GFI Deficiency/Change Report of the potential impact of deficient information provided under this contract. The Contractor shall prepare and submit a RFV to obtain authorization to deliver non-conforming material which does not meet the prescribed configuration documentation but is suitable for use or to depart from the contractually-specified configuration documentation for a specific period of time.

- CDRL A004 Management Plan, Software Configuration Management Plan
- CDRL A005 Government Furnished Information Deficiency Report
- CDRL A006 Request For Variance (RFV)

4.1.5.1 Software Deficiency/Problem Corrections
The SCCB shall utilize the Naval Surface Warfare Center, Philadelphia Division (NSWC PD) Information Center Website SPIR database to document and manage all identified software discrepancies. Access to the SPIR database shall be granted to the Contractor for read access of the 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 NSWC PD. 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.

- CDRL A007 Technical Report–Study/Services, SPIR Database Entry File

4.1.6 Software Data Products

The Contractor shall produce and provide data products as detailed in subparagraphs 4.1.6.1 – 4.1.6.9 in support of the Navy ECDIS SW. All data developed shall include Government Purpose Rights (GPR) in accordance with DFARS 252.227-7014. The software data products previously submitted and approved shall be reviewed with each exercised contract option and, if required, revised and resubmitted in support of each Navy ECDIS SW Maintenance Build.

4.1.6.1 Software Development Plan (SDP)

The Contractor shall prepare and submit a Software Development Plan (SDP). The SDP shall define a software development approach appropriate for the computer software effort to be performed under this contract. The SDP shall be in compliance with Section C Clause HQ C-2-0065 Software Development Requirements (NAVSEA)(DEC 2006)(Modified)(SEP 2012), DoDI-STD-8500.01 Cyber Security, dated 14 March 2014 and DoDI-STD-8510.01 Risk Management Framework for DoD information Technology dated 12 March 2014. The Contractor shall follow this SDP for all computer software to be developed or maintained under this effort. The SDP shall be reviewed and updated, if required, with each Navy ECDIS SW Maintenance Build.

The SDP shall 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/EIA Std. 15289-2015 (system) and IEEE/EIA 12207-2008 (software). The SDP shall describe the overall life cycle and shall include primary, supporting, and organizational processes based on the work content of this contract. The SDP shall define 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. The Contractor shall provide this detailed information so the Government can assess whether the Contractor’s approach is viable. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted. Information provided must include, at minimum, specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification.

The SDP shall specify the entire software program and the performance characteristics of each CSCI. The SDP shall identify all third party software applications, and insure that the requirements of the application STIG are applied to such third party software application configuration required to by this plan, or submit a Request for Variance of non-conformance. For the purposes of this contract, any non-conformance of Application Security requirements as outlined per the STIGs is considered a variance from the CSCIs, but may be grouped together into a single Request for Variance for closely related STIG requirements relating to specific ECDIS functionality software requirements.

The Contractor shall allocate the Navy ECDIS performance requirements into the CSCIs listed in the SDP. The Contractor shall be required to maintain the Navy ECDIS SW Requirements Traceability Matrix to further trace lower level software requirements and software testing beyond the SRD for Navy ECDIS SW. The Requirements Traceability Matrix shall be submitted concurrent with the submission of the lower level software requirements documents and software test documents; and in support of the SRR, SSR, PDR, CDR and TRR.

- CDRL A008 Software Development Plan (SDP)
- CDRL A009 Technical Report–Study/Services, Requirements Traceability Matrix

4.1.6.2 Software Requirements Specification (SRS)

The Contractor shall prepare and submit an SRS for each CSCI. The SRS shall be reviewed and updated, if required, with each Navy ECDIS SW Maintenance Build. 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 (IRs) referenced from the SRS. It has also been defined as a complete description of the behavior of the software to be developed. 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 in each subunit shall call out the specific requirement from the SRS that it implements to insure requirement traceability.

- CDRL A010 Software Requirements Specification (SRS)

4.1.6.3 Software Version Description (SVD)

The Contractor shall prepare and submit a SVD. The SVD shall be reviewed and updated, if required, with each Navy ECDIS SW Maintenance Build. The SVD shall identify and describe a software version consisting of one or more CSCIs. It is used to release, track, and control software versions. The SVD shall provide a summary of code changes, a listing of SPIRs corrected in the build, and a list of open deficiencies.

- CDRL A011 Software Version Description (SVD)

4.1.6.4 Software Product Specification (SPS)

The Contractor shall prepare and submit an SPS. The SPS shall be reviewed and updated, if required, with each Navy ECDIS SW Maintenance 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. It is the 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 (such as a 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.

- CDRL A012 Software Product Specification (SPS)

4.1.6.5 Software Design Description (SDD)

The Contractor shall prepare and submit an SDD. The SDD shall be reviewed and updated, if required, with each Navy ECDIS SW Maintenance Build. The SDD shall describe the design of a CSCI. It describes the CSCI-wide design decisions, the CSCI architectural design, and the detailed design needed to implement the software. The SDD shall include a description of software tools necessary to compile and produce an installable, executable copy of the Navy ECDIS SW on a DVD, including: identification of software compilers; a summary of code changes and at a minimum the difference files showing all changes from the baseline or a copy of the SCM for that CSCI at that baseline with the differences being spelled out clearly in the history of the SCM; a list of Windows Services used by Navy ECDIS; and software build procedures. The SDD may be supplemented by the Interface Design Descriptions (IDDs).

- CDRL A013 Software Design Description (SDD)

4.1.6.6 Interface Requirements Specification (IRS)

The Contractor shall prepare and submit the IRS. The IRS shall be reviewed and updated, if required, with each Navy ECDIS SW Maintenance Build. The IRS shall specify the requirements imposed on one or more systems, subsystems, Hardware Configuration Items (HWCIs), CSCI, manual operations, or other system components to achieve one or more interfaces among these entities.

- CDRL A014 Interface Requirements Specification (IRS)

4.1.6.7 Software Transition Plan (STrP)

The Contractor shall prepare and submit a STrP. The STrP shall be reviewed and updated, if required, with each Navy ECDIS SW Maintenance Build. The STrP shall identify the hardware, software, and other resources needed for the life cycle support of the Navy ECDIS SW and describe the Contractor’s plans for transitioning the software to NSWC Philadelphia Division (NSWC PD).

- CDRL A015 Software Transition Plan (STrP)
4.1.6.8 Interface Design Description (IDD)

The Contractor shall prepare and submit the IDD. The IDD shall be reviewed and updated, if required, with each Navy ECDIS SW 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 A016 Interface Design Description (IDD)

4.1.6.9 Software Delivery

The Contractor shall provide the executables, source code, Application Program Interfaces (APIs), and development tools for any Contractor developed software scripts and software applications not developed exclusively or partially at private expense in accordance with DFARS 252-227-7017. The Contractor shall provide a Government Purpose Rights (GPR) license for all Contractor developed software. The Contractor shall deliver the software to the Government with the developmental elements necessary to allow 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 during this transition as needed for the Government team to successfully compile, build, load, configure, and operate a newly installed version.

The Contractor shall deliver the initial Navy ECDIS SW 1.0 Production Build once Contractor and Government testing is completed and the software is approved for Full Rate Production. Follow-on Maintenance Builds 1.1 and 1.2 shall be delivered with each exercised contract option once Contractor and Government testing is completed and the software is approved for Navy ECDIS use.

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). 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 SW capabilities over its lifecycle.

- CDRL A017 Computer Software Product

4.1.7 Software Formal Qualification Test (FQT)

The Contractor shall establish and conduct a robust, comprehensive, and effective FQT program that provides proof the software is in compliance with the technical requirements of the Navy ECDIS SRD and the government approved SRS's and IDDs CDRLs delivered under this contract. The Contractor shall conduct FQT on all of the CSCIs managed under this contract. FQT shall include software unit testing, software integration testing and software system testing. The Contractor shall structure the FQT program to support not only the Contractor's in-plant software testing, but also support Government testing at Navy facilities. Contractor FQT is subject to monitoring by the Government. The Government must be notified a minimum of thirty (30) calendar days prior to any testing event and given the option to witness each event.

The Contractor shall utilize Navy ECDIS SRD compatible hardware for testing and acceptance of Navy ECDIS SW. Shipboard representative hardware and peripherals for hardware compatibility testing, ECDIS qualified displays for backlight control and color palette testing and external interface testing will be made available at the In-Service Engineering Agent (ISEA) facility at NSWC PD (surface) and Naval Undersea Warfare Center (NUWC) Newport (submarine). The Contractor shall perform the software FQT in accordance with the government approved Software Test Plan and Test Description. The Contractor shall document the FQT results via the Software Test Report. The STP, Software Test Description (STD) and Software Test Report (STR) shall be submitted for the initial Navy ECDIS SW 1.0 Production Build, as well as for each Navy ECDIS SW Maintenance Build.
Once the Contractor has successfully completed all FQT events, the Government shall perform formal Development Testing (DT) on the software at NUWC Newport, RI for submarine platform ECDIS configurations and at NSWC PD for surface platform ECDIS configurations. Once the Government Facilities DT is completed and all required SCCB identified SPIRs are corrected, Shipboard DT will be conducted in-port and underway on selected U.S. Navy platforms to further validate each software builds. Commander, Operational Test and Evaluation Force (COTF) will be conducting independent Operational Test (OT) of the software once the Government DT is successfully completed. The Contractor shall provide personnel to witness government testing at the labs and on the ships. Personnel should have the required tools and documentation to be able to troubleshoot and document issues found for continuation of test events and to expedite SPIR resolution.

As part of the Contractor’s FQT the software is to be tested by an independent agency such as the U.S. Naval Research Laboratory, Stennis Space Center (NRL, SSC) to ensure the software can properly display of National Geospatial-Intelligence Agency (NGA) data products. The Contractor shall provide, at minimum, a senior level software developer or test engineer to witness government testing. Personnel should have required tools and documentation to be able to troubleshoot and document issues found for continuation of test events and to expedite SPIR resolution.

Other Government testing that the Contractor will not be able to witness includes cybersecurity assessments of all source code and executable software applications to be installed on U.S. Navy Platforms. The Contractor is required to include their own cybersecurity assessment as part of the FQT to verify cybersecurity requirements in the SOW and SRD.

4.1.7.1 Software Test Plan (STP)
The Contractor shall prepare and submit the Software Test Plan (STP). The STP shall be reviewed and updated, as required, with each Navy ECDIS SW 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.

- CDRL A018 Software Test Plan (STP)

4.1.7.2 Software Test Description (STD)
The Contractor shall prepare and submit the Software Test Description (STD). The STD describes 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, test cases and test procedures shall be reviewed and updated, as required, in support of testing each maintenance software build.

- CDRL A019 Software Test Description (STD)
- CDRL A020 Test Procedures, Software Test Cases

4.1.7.3 Test Readiness Review (TRR)
The Contractor shall conduct a Test Readiness Review (TRR) no later than ninety (90) days prior to the scheduled start of the Contractor’s FQT for the initial SW 1.0 Production Build. The Contractor will coordinate with the Government to schedule the specific date. PEO IWS & NAVSEA 05H Technical Review Manual Appendix C shall be used in preparing the agenda and presentation material to satisfy the TRR entrance/exit criteria. The Contractor shall prepare and submit an agenda, presentation material and meeting minutes in accordance with CDRL A021, A022 and A023.

- CDRL A021 Conference Agenda
- CDRL A022 Presentation Material
The objective of the TRR is to determine whether the software is mature enough to begin formal product (CI/subsystem/system) testing with an acceptable likelihood of successfully passing all Contractor and Government Formal Qualification Testing identified in paragraph 4.1.7.

The entrance criteria for the TRR are:
- Delivery of updated CDRL A009 Technical Report–Study/Services, Requirements Traceability Matrix
- Delivery of updated CDRL A027, Integrated Master Schedule (IMS) to reflect any changes from the PDR
- Delivery of CDRL A019 Software Test Description (STD)
- Delivery of CDRL A020 Test Procedures, Software Test Cases
- Risks identified, quantified, and reflected in the risk mitigation actions
- Controls and processes are in place to record and track software deficiency/problem corrections in accordance with paragraph 4.1.5.1
- Configuration Management controls and processes are in place to record and track software changes to the established baseline prior to the start of testing

The exit criteria for the TRR are:
- Delivered CDRLs reviewed and, where appropriate, approved.
- IMS captures all contractual major events, reflects the software development events necessary to complete each major event, identifies critical path and allotted time is judged to be reasonable
- Identified risks are agreed to, actions are acceptable in achieving required progress
- Software deficiency/problem correction processes are defined and acceptable
- Configuration Management controls are defined and acceptable
- All actions assigned at the TTR are approved

The Government shall provide written approval for the completion of the TRR once all exit criteria are met.

**4.1.7.4 Software Test Report (STR)**
The Contractor shall prepare and submit the Software Test Report (STR) for the initial SW 1.0 Production Build and for each exercised option for the SW Maintenance Builds. The STR is a record of the results of all qualification tests performed.
- CDRL A024 Software Test Report (STR)

**4.2 Program Management**
The Contractor shall assign a Program Manager to be the primary government point of contact. The Contractor shall prepare and submit a Program Management Plan. The Program Management Plan shall identify the Contractor’s management efforts to ensure that all work conducted during this contract is planned and executed in a manner to meet the technical, cost, and schedule requirements of this contract. The plan shall also provide information on the contractor’s organization, practices, approaches and techniques to be used in managing the program as well as resources available.
- CDRL A025, Program Management Plan

**4.2.1 Monthly Status Reports**
The Contractor shall submit a monthly Status Report that reflects the technical, schedule, and cost status of all work performed under the contract. The Status Report shall include but not be limited to, technical details related to software development parameters, work performed during the current reporting period and work planned for the next reporting period. Cost status shall include planned, actual, and cost to complete. The Contractor shall provide an
Integrated Master Schedule (IMS). The IMS shall include all planned events and milestones, baseline, actual, and forecast dates. The IMS shall show internal dependencies, and relationships necessary to support accurate forecast of events and milestones dates, as well as the critical path. The report and IMS shall be used to support the monthly program and technical teleconference meetings.

- CDRL A026, Contractor’s Progress, Status and Management Report
- CDRL A027, Integrated Program Management Report (IPMR), Integrated Master Schedule (IMS)

4.2.2 Meetings and Reviews

The Contractor shall conduct the meetings and reviews as identified in the following subparagraphs for the base contract SW 1.0 Production Build and for each exercised option for the SW Maintenance Build. These meetings and reviews are to be held at the Contractor’s facility and are to be scheduled in the IMS. The Contractor shall prepare and submit Agendas for each meetings/reviews. Standard agendas shall be developed for reoccurring meetings/reviews. The Contractor shall prepare and submit presentation material that is to be presented at each meeting/review. The Contractor shall prepare and submit Meeting Minutes which document all material presented, key discussions and decisions made, and any action items which have arisen as a result of any meeting and review.

- CDRL A021 Conference Agenda
- CDRL A022 Presentation Material
- CDRL A023 Report, Record of Meeting/Minutes

4.2.2.1 Program Meetings

The Contractor shall conduct and facilitate monthly teleconferences on the second Tuesday of each month. The monthly teleconference shall address work accomplished; work planned; progress as related to event-based schedule; cost; any programmatic challenges that the Contractor may be encountering as well as any identified by the Government and all open action items. The Contractor shall prepare and submit an agenda, presentation material and meeting minutes in accordance with CDRLs A021, A022 and A023.

4.2.2.2 Technical Meetings

The Contractor shall support technical meetings with the government on the second Wednesday of each month. The monthly teleconference shall address technical direction and progress; significant problems encountered; and assigned actions. The Contractor shall prepare and submit an agenda, presentation material and meeting minutes in accordance with CDRLs A021, A022 and A023.

4.2.2.3 Technical Reviews

The Contractor shall conduct and facilitate quarterly technical design reviews in support the Navy ECDIS SW program. The Contractor will coordinate with the Government to schedule the specific date. PEO IWS & NAVSEA 05H Technical Review Manual Appendix C shall be used in preparing the agenda and presentation material and establishing entrance/exit criteria.

4.2.2.3.1 System Requirements Review (SRR)

The Contractor shall conduct an SRR within 45 days after contract award. The Contractor will coordinate with the Government to schedule the specific date. PEO IWS & NAVSEA 05H Technical Review Manual Appendix C shall be used in preparing the agenda and presentation material to satisfy the SRR entrance/exit criteria. The Contractor shall prepare and submit an agenda, presentation material and meeting minutes in accordance with CDRL A021, A022 and A023. The objective of the SRR is to ensure that the Navy ECDIS Software Requirements Document (SRD) has been successfully implemented by the software architecture, that the software design has the potential of meeting the SRD when acceptably balanced with cost, schedule, and technical risk, and that the plans for moving ahead with software development are reasonable and of acceptable risk. A thorough review of the software architecture and development plans that will guide the software development process shall also be accomplished, and all lower level requirement reviews should show how they incorporate into this architecture and plan.

- CDRL A021 Conference Agenda
- CDRL A022 Presentation Material
- CDRL A023 Report, Record of Meeting/Minutes
The entrance criteria for the SRR are:

- Delivery of CDRL A001, Management Plan, Open Systems Management Plan
- Delivery of CDRL A002 Human Systems Integration Program Plan
- Delivery of CDRL A003 Quality Assurance Program Plan
- Delivery of CDRL A004 Management Plan, Software Configuration Management Plan
- Delivery of CDRL A008 Software Development Plan (SDP)
- Delivery of CDRL A009 Technical Report--Study/Services, Requirements Traceability Matrix
- Delivery of CDRL A025, Program Management Plan
- Delivery of CDRL A027, Integrated Program Management Report (IPMR), Integrated Master Schedule (IMS)
- Risks identified, quantified, and reflected in the risk mitigation actions
- Software architecture is defined and requirements are allocated

The exit criteria for the SRR are:

- Delivered CDRLs reviewed and, where appropriate, approved.
- IMS captures all contractual major events, reflects the software development events necessary to complete each major event, identifies critical path and allotted time is judged to be reasonable
- Identified risks are agreed to, actions are acceptable in achieving required progress
- The software architecture and functionality is consistent with the requirements and judged adequate to proceed to SSR
- All assigned actions from the SRR are documented

The Government shall provide written approval for the completion of the SRR once all exit criteria are met.

4.2.2.3.2 Software Specification Review (SSR)

The Contractor shall conduct an SSR within 75 days after contract award. The Contractor will coordinate with the Government to schedule the specific date. PEO IWS & NAVSEA 05H Technical Review Manual Appendix C shall be used in preparing the agenda and presentation material to satisfy the SSR entrance/exit criteria. The Contractor shall prepare and submit an agenda, presentation material and meeting minutes in accordance with CDRL A021, A022 and A023. The objective of an SSR is to determine the state of the requirements for each of the software configuration items, and to assess whether these requirements are sufficiently mature to continue software development.

- CDRL A021 Conference Agenda
- CDRL A022 Presentation Material
- CDRL A023 Report, Record of Meeting/Minutes

The entrance criteria for the SSR are:

- Delivery of updated CDRL A009 Technical Report--Study/Services, Requirements Traceability Matrix to reflect SRD flow-down and allocation to the SRS, SDD, IRS, and IDD
- Delivery of CDRL A010 Software Requirements Specification (SRS)
- Delivery of CDRL A013 Software Design Description (SDD)
- Delivery of CDRL A014 Interface Requirements Specification (IRS)
- Delivery of CDRL A016 Interface Design Description (IDD)
- Delivery of CDRL A018 Software Test Plan (STP)
• Delivery of updated CDRL A027, Integrated Program Management Report (IPMR), Integrated Master Schedule (IMS)
• Risks identified, quantified, and reflected in the risk mitigation actions
• All software configuration items are defined and all requirement are allocated
• All assigned actions from the SRR are complete

The exit criteria for the SSR are:
• Delivered CDRLs reviewed and, where appropriate, approved.
• IMS captures all contractual major events, reflects the software development events necessary to complete each major event, identifies critical path and allotted time is judged to be reasonable
• Identified risks are agreed to, actions are acceptable in achieving required progress
• The software architecture and functionality is consistent with the requirements and judged adequate to proceed to PDR.
• All assigned actions from the SSR are documented

The Government shall provide written approval for the completion of the SSR once all exit criteria are met.

4.2.2.3.3 SW Preliminary Design Review (PDR)
The Contractor shall conduct a SW PDR within 180 days after contract award. The Contractor will coordinate with the Government to schedule the specific date. PEO IWS & NAVSEA 05H Technical Review Manual Appendix C shall be used in preparing the agenda and presentation material to satisfy the PDR entrance/exit criteria. The Contractor shall prepare and submit an agenda, presentation material and meeting minutes in accordance with CDRL A021, A022 and A023. The objective of the SW PDR is to review the architectural design of the software configuration items to verify its compliance to the requirements established during the SSR, the planned test approaches, and the overall progress being made in developing the configuration items, as it fits into the total system.

• CDRL A021 Conference Agenda
• CDRL A022 Presentation Material
• CDRL A023 Report, Record of Meeting/Minutes

The entrance criteria for the PDR are:
• Delivery of updated CDRL A009 Technical Report–Study/Services, Requirements Traceability Matrix to reflect any changes from the SSR
• Delivery of updated CDRL A027, Integrated Program Management Report (IPMR), Integrated Master Schedule (IMS) to reflect any changes from the SSR
• Risks identified, quantified, and reflected in the risk mitigation actions
• The architectural design defines the functions, performance, and interface requirements that will govern coding and testing of the CI.
• The detailed design of the CI and its relation to the allocated requirements and its role within the overall system is defined.
• All assigned actions from the SSR are complete

The exit criteria for the PDR are:
• Delivered CDRLs reviewed and, where appropriate, approved.
• IMS captures all contractual major events, reflects the software development events necessary to complete each major event, identifies critical path and allotted time is judged to be reasonable
The software architecture and configuration items are consistent with the requirements and judged adequate to proceed to CDR

• Software Configuration Items development processes/methods are appropriate and adequate to track process until the software is tested and delivered

All actions assigned at the CDR are approved

The Government shall provide written approval for the completion of the CDR once all exit criteria are met.

4.2.2.3.4 SW Critical Design Review (CDR)
The Contractor shall conduct a SW CDR within 270 days after contract award. The Contractor will coordinate with the Government to schedule the specific date. PEO IWS & NAVSEA 05H Technical Review Manual Appendix C shall be used in preparing the agenda and presentation material to satisfy the SW CDR entrance/exit criteria. The Contractor shall prepare and submit an agenda, presentation material and meeting minutes in accordance with CDRL A021, A022 and A023. The objective of the SW CDR is to provide the opportunity to assess the completeness of the detailed design and how it supports the performance requirements as well as overall progress being made in developing the system.

The entrance criteria for the CDR are:

• Delivery of updated CDRL A009 Technical Report–Study/Services, Requirements Traceability Matrix to reflect any changes from the PDR

• Delivery of updated CDRL A027, Integrated Program Management Report (IPMR), Integrated Master Schedule (IMS) to reflect any changes from the PDR

• Risks identified, quantified, and reflected in the risk mitigation actions

• Software architecture objectives and requirements tradeoffs to meet performance have been assessed

• Software Configuration Items development processes/methods are defined and progress is being measured

• All assigned actions from the PDR are complete

The exit criteria for the CDR are:

• Delivered CDRLs reviewed and, where appropriate, approved.

• IMS captures all contractual major events, reflects the software development events necessary to complete each major event, identifies critical path and allotted time is judged to be reasonable

• Identified risks are agreed to, actions are acceptable in achieving required progress

• The software architecture and configuration items are consistent with the requirements and judged adequate to proceed

• Software Configuration Items development processes/methods are appropriate and adequate to track process until the software is tested and delivered

• All actions assigned at the CDR are approved

The Government shall provide written approval for the completion of the CDR once all exit criteria are met.

4.2.2.4 Human Machine Interface (HMI) Reviews
The Contractor shall conduct and facilitate reviews at no less than quarterly periodicity. The Contractor will coordinate with the Government to schedule the specific date. The purpose of these reviews shall be to provide direct feedback to the Contractor with respect to the Human Machine Interface (HMI) and the operation of the software as understood and experienced by the intended users. A focus group of 5 or 6 end users shall be participating in these reviews to provide the direct feedback. These technical interchanges shall aid the Contractor, as well as the Government, in determining whether or not the HMI is suitable for the user. The Contractor shall
prepare and submit an agenda, presentation material and meeting minutes in accordance with CDRL A021, A022 and A023. The Government shall provide written approval for the completion of this review.

4.2.2.5 On-Site Visits
The Contractor shall support informal Government site visits that may occur between scheduled formal reviews. The purpose of the site visits shall be to witness Contractor daily software management processes and provide an opportunity to document Contractor requests for clarification or additional information.

4.2.2.6 Post Award Conference (PAC)
The Contractor shall hold a PAC within 30 days after contract award. The Contractor will coordinate with the Government to establish a specific date. At a minimum, the Contractor shall discuss the following topics:

A. Identify and introduce Contractor management, engineering, and other key personnel to the Government representatives.
B. Explain the Contractor’s organization, plans, procedures, and schedules to execute the SOW, including illustrating how the Contractor shall minimize cost, schedule, and performance risks.
C. Present the Contractor’s staffing plan.
D. Identify status of subcontracts in effect or anticipated.
E. Allocate time for the Government to present its organization, plans, procedures, and schedules.
F. Allocate time for an open forum to discuss contract-related issues.

The Contractor shall prepare and submit an agenda, presentation material and meeting minutes in accordance with CDRL A021, A022 and A023.

4.3 Software User’s Manual
The Contractor shall provide a manual that includes installation procedures for complete installation, configuration and set-up of Navy ECDIS SW, including configuration tool and drivers as part of the SPS. This includes the SRD ISEA Configuration Tool.


4.4 Operator Manual

5.0 Engineering Services, CLIN 0002 (if exercised) and, Navy ECDIS SW 1.1 & 1.2 Maintenance Build
Engineering Services, CLINs 1001 and 2001 (if exercised).

The Contractor shall provide engineering services in support of Navy ECDIS SW Production Build 1.0 under CLIN 0002 and Navy ECDIS SW Maintenance Builds under CLIN 1001 and 2001 in accordance with SOW 4.0, the SRD for the U.S. Navy ECDIS SW, and the approved Technical Instructions (TIs) issued by the Government. One aspect of Engineering Services is the assessment and preparation of engineering changes in support of new capabilities and interfaces to the Navy ECDIS SW Baseline. Upon receipt of a TI, and with SCCB approval and receipt of engineering services funding, the Contractor will design, develop, and integrate the changes into the appropriate software build. Final testing will be accomplished as part of the FQT for that software build.

(a) Upon receipt of Technical Instruction (TIs) issued in accordance with the Section H - Special Contract Requirement entitled “Technical Instructions,” the Contractor shall provide engineering services in accordance with the TI. The Contractor shall furnish the services of qualified engineer(s) for the following:

(1) The Contractor shall provide engineering services and associated materials for the Navy in accordance with the Technical Instructions (TIs). These services shall include but not be limited to the design, development, integration, delivery, testing, logistics support, and associated program management of products for the upgrade and/or replacement of existing systems. Also included are the manufacture and delivery of engineering changes and retrofit kits, and data. The general objectives of these efforts shall be the development of common systems and/or common elements or components which meet the performance requirements of the various platforms missions, where commonality offers the greatest cost and technical benefits. All work accomplished under these Contract Line Items Numbers (CLIN) shall be done in accordance with the TIs issued from the Procuring Contracting Officer (PCO), identified in Section G.

(2) Resolve Government Furnished Equipment (GFE) and Government Furnished Information (GFI) deficiencies and repair GFE hardware as required with prior authorization from the PCO as identified in Section G, hereto. All repairs shall be requested in writing or via email and approved by the PCO prior to repair of the GFE. Estimated labor hours and material cost shall be provided with the request.

(3) Identify software and hardware enhancements using emerging technologies, when feasible.

(4) Provide engineering services to support investigating malfunctions and effecting repairs after shipboard installation. The Contractor shall provide engineering services and support to accomplish shore-based and at-sea inspection and testing.

(5) Technical assistance in the installation and testing of hardware procured under this contract.

(6) All material used for replacement and/or repairs or for delivery to the ship shall be bar-coded in conformance with UID requirements (DFARS Clause 252.211-7003, Item Identification and Valuation).

(7) Studies, market research, design improvements, software repair and improvements, manufacturing planning and process improvements, interactive courseware or improvements to existing products, logistics support and documentation including Interactive Electronic Manuals (IETMs) and updates, drawing updates, and other work as assigned by TI.

(8) Perform on-the-job instruction and training of Navy personnel (military and/or civilian).

(b) For purposes of this requirement, the following definitions apply:

(1) "Domestic services" means services rendered within the United States (U.S.) and/or on Navy vessels in ports within the U.S. or at sea, provided the vessel does not enter port outside the U.S.
(2) "Foreign services" means services other than domestic.

(3) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(4) "Man day" means the services of one engineer for one day of eight hours, Monday through Friday (excluding holidays).

(5) "Holidays" means all U.S. federally recognized holidays.

c) The engineering services shall be performed within the limits, if any, as to place(s) and period(s) specified in the TI. However, each engineer shall at all times be in the employ and under the direction and control of the Contractor and shall not be considered an employee of the Government.

d) Travel time necessary for performance of such services shall be included in computing the man days of service. When services are performed at sea and the engineer(s) is unable to leave the vessel when work is completed, the remaining time aboard the vessel shall be considered travel time for purposes of computing the man days of services. However, the Contractor shall be paid for no more than one man day of service per calendar day for each engineer while in travel status.

e) Passports, visas, inoculations and other medical requirements necessary for performance of engineering services shall be at the sole responsibility and expense of the Contractor.

f) Each time services are performed, the engineer(s) shall obtain a certification of performance from a responsible U.S. Government official aboard the vessel or at the activity where the services were performed, citing tasks satisfactorily performed and hours worked each day.

g) The maximum liability of the Government for each engineering services item shall not exceed the amount set forth in the Schedule, or the amount obligated whichever is less. In accordance with FAR 52.232-22, if at any time, the Contractor has reason to believe that the amounts it expects to incur in the performance of each engineering services item in the next succeeding sixty (60) days, when added to all amounts previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the man days and/or amount for the full performance of each engineering services item will be greater than or substantially less than that set forth in the Schedule, the Contractor shall notify the PCO in writing, giving its revised estimate of the man days and/or amount for the performance of said item. The Contractor shall not exceed the obligated amount for each engineering services item, unless and until such amount has been increased in writing by the Contracting Officer.

In the event the Government does not designate time(s) and place(s) sufficient for performance of the total quantity of engineering services set forth in the Schedule within the period(s) provided therefore, those services not furnished shall be deemed to be terminated for the convenience of the Government at no cost to the Government. Such termination shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the Contractor.

### 6.0 Travel and Other Direct Costs (ODC), CLIN(s) 0003, 1002, and 2002 (if exercised) in support of Engineering Services CLIN(s) 0002, 1001 and 2001 (if exercised)

The Contractor shall provide Travel and Other Direct Costs (ODCs) in support of Engineering Services CLIN(s) 0002, 1001 and 2001 (if options are exercised).

(a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant ACO.
(b) Overtime shall be performed as required by the using activity and to the extent authorized by the applicable COR.

(c) The maximum liability of the Government for each support item shall not exceed the estimated amount set forth in the Schedule. In accordance with FAR 52.232-22, if at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater than or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, increase the total estimated amount for the performance of each support item in their sole discretion. If and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefor prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase.

7.0 Data, CLIN 0004.
The Contractor shall provide data for CLIN 0001, Navy ECDIS SW 1.0 Production Build. The data furnished here under shall be prepared in accordance with this SOW and the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “A” attached hereto. If exercised, the Contractor shall provide data for CLIN 0002 Engineering Services, CLIN 1001, Navy ECDIS SW 1.1 Maintenance Build Engineering Services and CLIN 2001, Navy ECDIS SW 1.2 Maintenance Build Engineering Services as identified in the approved Technical Instructions (TIs) issued by the Government. The data furnished here under shall be prepared in accordance with this SOW and the CDRL, DD Form 1423, Exhibit “A” attached hereto.

The Contractor shall establish and maintain a data management program. The Contractor shall deliver all contract, technical, and/or engineering information in digital format. The Contractor shall refer to Table 1 below for the requested applications for each document type. The Contractor shall be granted access to a secure Government Integrated Data Environment (IDE) portal for posting of all CDRLs delivered under this contract. The Contractor shall provide electronic mail (e-mail) notification to the personnel identified on the CDRL addressee list within four (4) hours of posting each CDRL delivery. This data management program, including IDE structure, format, processes, and procedures, shall be documented as part of the Contractor Program Management Plan (CDRL A025).

<table>
<thead>
<tr>
<th>Document Category</th>
<th>Application</th>
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<tbody>
<tr>
<td>Word Processing</td>
<td>Microsoft Word 2010</td>
</tr>
<tr>
<td>Spreadsheets</td>
<td>Microsoft Excel 2010</td>
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<tr>
<td>Project Planning</td>
<td>Microsoft Project 2010</td>
</tr>
<tr>
<td>Presentations</td>
<td>Microsoft PowerPoint 2010</td>
</tr>
<tr>
<td>Engineering Drawings</td>
<td>AutoCAD 2008 and PDF format</td>
</tr>
</tbody>
</table>

8.0 Government Purpose Rights, CLIN 1003 (if exercised).
The Government desires at least Government Purpose Rights (GPR), as defined at DFARS 252.227-7013 and -7014, in all technical data and computer software relating to Navy ECDIS Software and all of its component systems and subsystems. Where less than GPR are being provided to the Government, the Government requests that the Offeror provide the price of buy-out options for GPR, and/or all software licensing costs in support of ship and shore installations.

The Government anticipates the Navy ECDIS Software will be installed on all US Navy Commissioned vessels, all Military Sealift Command vessels, and all Expeditionary Craft. Each ship may have 2 to 11 installed workstations
and at least one laptop running Navy ECDIS Software, totaling approximately 2,500 applications. In support of the shipboard units, the Navy ECDIS Software will be installed in numerous laboratories, trainers, and shore commands totaling approximately 1,700 applications. Where less than GPR is provided, CLIN 1003 shall include all of the licensing cost/fees to field the Navy ECDIS Software Production Build on all vessels and shore commands.

### 9.0 Acronym List

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
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<tbody>
<tr>
<td>AIS</td>
<td>Automated Information Systems</td>
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<tr>
<td>CDR</td>
<td>Critical Design Review</td>
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<tr>
<td>CDRL</td>
<td>Contract Data Requirements Lists</td>
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<tr>
<td>CLIN</td>
<td>Contract Line Item Number</td>
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<tr>
<td>CM</td>
<td>Configuration Management</td>
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<tr>
<td>CMMI</td>
<td>Capability Maturity Model Integration</td>
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<tr>
<td>COTF</td>
<td>Commander, Operational Test and Evaluation Force</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercial Off-The-Shelf</td>
</tr>
<tr>
<td>CPI</td>
<td>Critical Program Information</td>
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<tr>
<td>CSCI</td>
<td>Computer Software Configuration Items</td>
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<tr>
<td>CUI</td>
<td>Controlled Unclassified Information</td>
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<tr>
<td>DoD</td>
<td>Department of Defense</td>
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<tr>
<td>DSS</td>
<td>Defense Security Services</td>
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<tr>
<td>ECDIS</td>
<td>Electronic Chart Display and Information System</td>
</tr>
<tr>
<td>FOOU</td>
<td>For Official Use Only</td>
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<tr>
<td>FQT</td>
<td>Formal Qualification Test</td>
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<tr>
<td>GFE</td>
<td>Government Furnished Equipment</td>
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<tr>
<td>GFI</td>
<td>Government Furnished Information</td>
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<tr>
<td>GPR</td>
<td>Government Purpose Rights</td>
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<tr>
<td>HWCI</td>
<td>Hardware Configuration Items</td>
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<tr>
<td>HMI</td>
<td>Human Machine Interface</td>
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<tr>
<td>HSI</td>
<td>Human Systems Integration</td>
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<tr>
<td>HSIPP</td>
<td>Human Systems Integration Program Plan</td>
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<tr>
<td>IDD</td>
<td>Interface Design Description</td>
</tr>
<tr>
<td>IDE</td>
<td>Integrated Data Environment</td>
</tr>
<tr>
<td>IMS</td>
<td>Integrated Master Schedule</td>
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<tr>
<td>IRS</td>
<td>Interface Requirements Specification</td>
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<tr>
<td>ISEA</td>
<td>In-Service Engineering Agent</td>
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<tr>
<td>ITAR</td>
<td>International Traffic in Arms Regulations</td>
</tr>
<tr>
<td>NIST</td>
<td>National Institute of Standards and Technology</td>
</tr>
<tr>
<td>NSWC PD</td>
<td>Naval Surface Warfare Center, Philadelphia Division</td>
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<tr>
<td>OSA</td>
<td>Open System Architecture</td>
</tr>
<tr>
<td>OWASP</td>
<td>Open Web Application Security Project</td>
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<tr>
<td>PDR</td>
<td>Preliminary Design Review</td>
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<tr>
<td>QA</td>
<td>Quality Assurance</td>
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<tr>
<td>QAPP</td>
<td>Quality Assurance Program Plan</td>
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<tr>
<td>RFV</td>
<td>Request For Variance</td>
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<tr>
<td>SCCB</td>
<td>Software Configuration Control Board</td>
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<tr>
<td>SCM</td>
<td>Software Configuration Management</td>
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<tr>
<td>SDD</td>
<td>Software Design Description</td>
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<tr>
<td>SDP</td>
<td>Software Development Plan</td>
</tr>
<tr>
<td>SPIR</td>
<td>Software Problem Improvement Reports</td>
</tr>
<tr>
<td>SPS</td>
<td>Software Product Specification</td>
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</table>
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HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. 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 proprietary 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 proprietary. 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 the spirit and intent of 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) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. 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.
(a) The Contractor agrees to test for viruses all computer software and/or computer databases, 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 database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) 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 legends 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.
* This clause will be completed by the Government at contract award, incorporating the successful offeror's proposal either in its entirety or in part as determined appropriate by the Contracting Officer.

HQ C-2-0015 DATE/TIME PROCESSING REQUIREMENT—INFORMATION TECHNOLOGY (NAVSEA) (SEP 2009)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available for one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder).

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HQ C-2-0024 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software.
Acceptance of the standard commercial warranty does not waive the Government’s rights under the “Inspection” clause, nor does it limit the Government’s rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

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HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

   (1) The specifications set forth in Section C, and

   (2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause 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.

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

   (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

   (ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

   (iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(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.

CLAUSES INCORPORATED BY FULL TEXT
HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(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.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall 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 by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(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 are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division 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.

HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (DEC 2006) (MODIFIED) (SEP 2012)

(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, 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. 12207:2008;

(2) Contain the information defined by ISO/IEC/IEEE 15289:2015, section 7.3 (generic content) and the Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process in Table 2 of ISO/IEC/IEEE 15289:2011. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

(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. 12207:2008 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

(5) Include the content defined by all information items listed in Table 2 of ISO/IEC/IEEE 15289:2011, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE 15289:2011, as appropriate;

(7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;

(8) Be in accordance with the framework defined in IEEE Std. 12207:2008, 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;
(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with 7.3 of ISO/IEC/IEEE 15289:2011, 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.

(b) The SDP shall be delivered to the Government for concurrence under CDRL 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.

HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer’s Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer’s Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.
Section D - Packaging and Marking

SECTION D

CLINs 0001 and 0004 and (if options are exercised) CLINs 0002, 0003, 1001, 1002, 1003, 2001, and 2002.

The supplies to be furnished hereunder shall be cleaned, preserved, packaged, packed, marked, and shipped using the best commercial practices to ensure safe delivery at destination. Packaging shall be accomplished in a manner which will ensure acceptance by a common carrier and will provide protection against corrosion, deterioration, physical, mechanical and electrical damage during shipment. The shipping containers or method of packaging shall conform to the Uniform Freight Classification Rules and Regulations. All items shall be bar-coded in conformance with UID requirements (DFARS Clause 252.211-7003, Item Identification and Valuation).

Classified material, whether hardware or data, shall comply with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006. If any equipment to be delivered under this contract is classified, one (1) copy of the DD Form 254 (Section J, Attachment 3) applicable to this contract shall be packaged with each item.

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HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (APR 2015)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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) contract dollar amount
(4) whether the contract was competitively or non-competitively awarded
(5) sponsor: PEO IWS 6.0
   (Name of Individual Sponsor)
   Naval Sea System Command
   (Name of Requiring Activity)
   Washington Navy Yard, D.C.
   (City and State)
INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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CLAUSES INCORPORATED BY REFERENCE

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
52.246-16  Responsibility For Supplies  APR 1984

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52.246-11  HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

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

ANSI/ASQ 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)

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)

CLIN 0004 - Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

CLIN(s) 0002, and if exercised 1001 and 2001 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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HQ E-2-0003 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (APR 2015)

Calibration System Requirements. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540.3-2006.

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HQ E-2-0004 COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.
HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) MAY 1995

Inspection and Test Records: 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.

CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0014 QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)

Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. 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.

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems 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 require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0017 USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (MAY 1995)
Use of Contractor's Inspection Equipment: The contractor's gages, and measuring and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operations of such devices and for verification of their accuracy and condition.
Section F - Deliveries or Performance

**CLIN 0001, and if options are exercised CLINs 0002, 0003, 1001 through 1003, 2001, and 2002**

The Contractor shall perform the work described in SECTION C, at the Level of Effort specified in SECTION B, as follows:

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**CLIN 0004 – Data**

Delivery and performance shall be as specified on the attached Contract Data Requirement Lists (CDRLs), DD FORM 1423 (Section J, Exhibit A). All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on Exhibit A.

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*PCO will enter specific dates at option exercise

**CLAUSES INCORPORATED BY REFERENCE**
CLAUSES INCORPORATED BY FULL TEXT

HQ F-1-0002 DELIVERY LANGUAGE FOR ENGINEERING SERVICES

Item(s) 0002, 1001, and 2001 - Engineering services shall be performed within 12 months after unconditional acceptance of the last unit of item(s) 0001, 1001, and 2001. 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 applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

HQ F-2-0004 F.O.B. DESTINATION (NAVSEA) (APR 2015)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the delivery instructions specified herein.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

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

SECTION G
CLAUSES INCORPORATED BY FULL TEXT

PURCHASING OFFICE REPRESENTATIVE: COMMANDE
ATTN: SIMONE BRIGHTMON
NAVAL SEA SYSTEMS COMMAND, SEA 02522
1333 ISAAC HULL AVENUE SE STOP 2040
WASHINGTON NAVY YARD DC 20376
Telephone No. 202-781-4188
Fax No. 202-781-4648
Email Address: simone.brightmon@navy.mil

CLAUSES INCORPORATED BY FULL TEXT

CONTRACTING OFFICER’S REPRESENTATIVE: COMMANDE
ATTN: TBD
NAVAL SEA SYSTEMS COMMAND IWS 6.0
1333 ISAAC HULL AVENUE SE STOP 7021
WASHINGTON NAVY YARD DC 20376-7021
Telephone No. TBD
Fax No. TBD
Email Address: TBD

CLAUSES INCORPORATED BY REFERENCE

252.204-0005  Line Item Specific: by Cancellation Date  SEP 2009
252.204-7006  Billing Instructions  OCT 2005
252.232-7003  Electronic Submission of Payment Requests and Receiving Reports  JUN 2012
252.246-7000  Material Inspection And Receiving Report  MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.gov; and


(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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Cost Voucher (Applicable to CLINs 0001, 0002, 0003, 1001, 1002, 2001, and 2002)
Invoice and Receiving Report Combo (Applicable to CLIN 1003)

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

See Schedule (Section E)

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(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*

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>N00024</td>
</tr>
</tbody>
</table>
(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Maria Pajak, 202-781-4143, maria.pajak@navy.mil

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(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

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)
(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 technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, 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 (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(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 CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.
Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

5252.216-9122 Alt I LEVEL OF EFFORT – ALTERNATE 1 MAY 2010

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT means the Department of the Navy.

(b) 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.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and
provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding $500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000

Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: http://www.gidep.org

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)
(Applicable to CLINs 0001, 0002, 1001, and 2001)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<table>
<thead>
<tr>
<th>ITEM(S)</th>
<th>ALLOCATED TO COST</th>
<th>ALLOCATED TO FEE</th>
<th>PERIOD OF PERFORMANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD*</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
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</table>

*Note: PCO will complete as required

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs TBD are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

CLAUSES INCORPORATED BY FULL TEXT
(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

(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.

CLAUSES INCORPORATED BY FULL TEXT
5252.245-9108  GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)

The Government will provide only that property identified in an attachment to Section J, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for use in the performance of this contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.245-9109  GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (APR 2015)

The Government will provide only that property identified in an attachment to Section J, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for incorporation in the equipment to be delivered under Item(s) (PCO to complete based upon successful offeror’s proposed solution) of this contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.245-9115  RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

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) (PCO to complete based upon successful offeror’s proposed solution). 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.
### Section I - Contract Clauses

**CLAUSES INCORPORATED BY REFERENCE**

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>Definitions</td>
<td>NOV 2013</td>
</tr>
<tr>
<td>52.203-3</td>
<td>Gratuities</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.203-5</td>
<td>Covenant Against Contingent Fees</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.203-6</td>
<td>Restrictions On Subcontractor Sales To The Government</td>
<td>SEP 2006</td>
</tr>
<tr>
<td>52.203-7</td>
<td>Anti-Kickback Procedures</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.203-8</td>
<td>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.203-9</td>
<td>Price Or Fee Adjustment For Illegal Or Improper Activity</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.203-10</td>
<td>Limitation On Payments To Influence Certain Federal Transactions</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.203-11</td>
<td>Contractor Code of Business Ethics and Conduct</td>
<td>OCT 2015</td>
</tr>
<tr>
<td>52.203-12</td>
<td>Display of Hotline Poster(s)</td>
<td>OCT 2015</td>
</tr>
<tr>
<td>52.203-13</td>
<td>Preventing Personal Conflicts of Interest</td>
<td>DEC 2011</td>
</tr>
<tr>
<td>52.203-14</td>
<td>Contractor Employee Whistleblower Rights and Requirement</td>
<td>APR 2014</td>
</tr>
<tr>
<td>52.203-15</td>
<td>Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-- Representation</td>
<td>JAN 2017</td>
</tr>
<tr>
<td>52.203-16</td>
<td>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</td>
<td>JAN 2017</td>
</tr>
<tr>
<td>52.203-17</td>
<td>Security Requirements</td>
<td>AUG 1996</td>
</tr>
<tr>
<td>52.203-18</td>
<td>Printed or Copied Double-Sided on Postconsumer Fiber Content Paper</td>
<td>MAY 2011</td>
</tr>
<tr>
<td>52.203-19</td>
<td>Personal Identity Verification of Contractor Personnel</td>
<td>JAN 2011</td>
</tr>
<tr>
<td>52.203-20</td>
<td>Reporting Executive Compensation and First-Tier Subcontract Awards</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>52.203-21</td>
<td>Unique Entity Identifier Maintenance</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>52.203-22</td>
<td>System for Award Management Maintenance</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>52.203-23</td>
<td>Incorporation by Reference of Representations and Certifications.</td>
<td>DEC 2014</td>
</tr>
<tr>
<td>52.203-24</td>
<td>Basic Safeguarding of Covered Contractor Information Systems</td>
<td>JUN 2016</td>
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<tr>
<td>52.203-25</td>
<td>Alternative Line Item Proposal</td>
<td>JAN 2017</td>
</tr>
<tr>
<td>52.203-26</td>
<td>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment</td>
<td>OCT 2015</td>
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<tr>
<td>52.203-27</td>
<td>Updates of Publicly Available Information Regarding Responsibility Matters</td>
<td>JUL 2013</td>
</tr>
<tr>
<td>52.203-28</td>
<td>Prohibition on Contracting With Inverted Domestic Corporations</td>
<td>NOV 2015</td>
</tr>
<tr>
<td>52.203-29</td>
<td>Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under and Federal Law</td>
<td>FEB 2016</td>
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<tr>
<td>52.204-1</td>
<td>Market Research</td>
<td>APR 2011</td>
</tr>
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<td>52.204-2</td>
<td>Material Requirements</td>
<td>AUG 2000</td>
</tr>
<tr>
<td>52.204-3</td>
<td>Defense Priority And Allocation Requirements</td>
<td>APR 2008</td>
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<tr>
<td>52.204-4</td>
<td>Audit and Records--Negotiation</td>
<td>OCT 2010</td>
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<td>52.204-5</td>
<td>Order of Precedence--Uniform Contract Format</td>
<td>OCT 1997</td>
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<tr>
<td>52.204-6</td>
<td>Price Reduction for Defective Certified Cost or Pricing Data-- Modifications</td>
<td>AUG 2011</td>
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<tr>
<td>Section</td>
<td>Title</td>
<td>Date</td>
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<tr>
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<td>52.215-13</td>
<td>Subcontractor Certified Cost or Pricing Data--Modifications</td>
<td>OCT 2010</td>
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<td>52.215-14</td>
<td>Integrity of Unit Prices</td>
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<td>52.215-15</td>
<td>Pension Adjustments and Asset Reversions</td>
<td>OCT 2010</td>
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<td>52.215-17</td>
<td>Waiver of Facilities Capital Cost of Money</td>
<td>OCT 1997</td>
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<tr>
<td>52.215-18</td>
<td>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions</td>
<td>JUL 2005</td>
</tr>
<tr>
<td>52.215-19</td>
<td>Notification of Ownership Changes</td>
<td>OCT 1997</td>
</tr>
<tr>
<td>52.215-20</td>
<td>Requirements for Certified Cost or Pricing Data and Data</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.215-21</td>
<td>Limitations on Pass-Through Charges</td>
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</tr>
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<td>52.216-7</td>
<td>Allowable Cost And Payment</td>
<td>JUN 2013</td>
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<tr>
<td>52.216-8</td>
<td>Fixed Fee</td>
<td>JUN 2011</td>
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<tr>
<td>52.219-8</td>
<td>Utilization of Small Business Concerns</td>
<td>NOV 2016</td>
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<tr>
<td>52.219-16</td>
<td>Liquidated Damages-Subcontracting Plan</td>
<td>JAN 1999</td>
</tr>
<tr>
<td>52.222-1</td>
<td>Notice To The Government Of Labor Disputes</td>
<td>FEB 1997</td>
</tr>
<tr>
<td>52.222-3</td>
<td>Convict Labor</td>
<td>JUN 2003</td>
</tr>
<tr>
<td>52.222-4</td>
<td>Contract Work Hours and Safety Standards- Overtime Compensation</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.222-19</td>
<td>Child Labor -- Cooperation with Authorities and Remedies</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>52.222-21</td>
<td>Prohibition Of Segregated Facilities</td>
<td>APR 2015</td>
</tr>
<tr>
<td>52.222-26</td>
<td>Equal Opportunity</td>
<td>SEP 2016</td>
</tr>
<tr>
<td>52.222-29</td>
<td>Notification Of Visa Denial</td>
<td>APR 2015</td>
</tr>
<tr>
<td>52.222-35</td>
<td>Equal Opportunity for Veterans</td>
<td>OCT 2015</td>
</tr>
<tr>
<td>52.222-36</td>
<td>Equal Opportunity for Workers with Disabilities</td>
<td>JUL 2014</td>
</tr>
<tr>
<td>52.222-37</td>
<td>Employment Reports on Veterans</td>
<td>FEB 2016</td>
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<td>52.222-40</td>
<td>Notification of Employee Rights Under the National Labor Relations Act</td>
<td>DEC 2010</td>
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<td>52.222-50</td>
<td>Combating Trafficking in Persons</td>
<td>MAR 2015</td>
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<td>Employment Eligibility Verification</td>
<td>OCT 2015</td>
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<tr>
<td>52.223-6</td>
<td>Drug-Free Workplace</td>
<td>MAY 2001</td>
</tr>
<tr>
<td>52.223-15</td>
<td>Energy Efficiency in Energy-Consuming Products</td>
<td>DEC 2007</td>
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<td>Encouraging Contractor Policies To Ban Text Messaging While Driving</td>
<td>AUG 2011</td>
</tr>
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<td>52.225-13</td>
<td>Restrictions on Certain Foreign Purchases</td>
<td>JUN 2008</td>
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<td>52.227-1</td>
<td>Authorization and Consent</td>
<td>DEC 2007</td>
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<td>52.227-2</td>
<td>Notice And Assistance Regarding Patent And Copyright Infringement</td>
<td>DEC 2007</td>
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<td>52.227-11</td>
<td>Patent Rights--Ownership By The Contractor</td>
<td>MAY 2014</td>
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<td>Commercial Computer Software License</td>
<td>DEC 2007</td>
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<td>52.229-3</td>
<td>Federal, State And Local Taxes</td>
<td>FEB 2013</td>
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<tr>
<td>52.229-9</td>
<td>Taxes--Cost-Reimbursement Contracts With Foreign Governments</td>
<td>MAR 1990</td>
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<tr>
<td>52.232-1</td>
<td>Payments</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.232-8</td>
<td>Discounts For Prompt Payment</td>
<td>FEB 2002</td>
</tr>
<tr>
<td>52.232-9</td>
<td>Limitation On Withholding Of Payments</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.232-11</td>
<td>Extras</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.232-17</td>
<td>Interest</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.232-20</td>
<td>Limitation Of Cost</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.232-22</td>
<td>Limitation Of Funds</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.232-23</td>
<td>Assignment Of Claims</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.232-25</td>
<td>Prompt Payment</td>
<td>JAN 2017</td>
</tr>
<tr>
<td>52.232-25 Alt I</td>
<td>Prompt Payment (Jan 2017) Alternate I</td>
<td>FEB 2002</td>
</tr>
<tr>
<td>52.232-33</td>
<td>Payment by Electronic Funds Transfer--System for Award Management</td>
<td>JUL 2013</td>
</tr>
<tr>
<td>52.232-39</td>
<td>Unenforceability of Unauthorized Obligations</td>
<td>JUN 2013</td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>52.232-40</td>
<td>Providing Accelerated Payments to Small Business Subcontractors</td>
<td>DEC 2013</td>
</tr>
<tr>
<td>52.233-1</td>
<td>Disputes</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.233-3</td>
<td>Protest After Award</td>
<td>AUG 1996</td>
</tr>
<tr>
<td>52.233-3 Alt I</td>
<td>Protest After Award (Aug 1996) - Alternate I</td>
<td>JUN 1985</td>
</tr>
<tr>
<td>52.233-4</td>
<td>Applicable Law for Breach of Contract Claim</td>
<td>OCT 2004</td>
</tr>
<tr>
<td>52.234-1</td>
<td>Industrial Resources Developed Under Title III, Defense Production Act</td>
<td>SEP 2016</td>
</tr>
<tr>
<td>52.239-1</td>
<td>Privacy or Security Safeguards</td>
<td>AUG 1996</td>
</tr>
<tr>
<td>52.242-1</td>
<td>Notice of Intent to Disallow Costs</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.242-3</td>
<td>Penalties for Unallowable Costs</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>52.242-4</td>
<td>Certification of Final Indirect Costs</td>
<td>JAN 1997</td>
</tr>
<tr>
<td>52.242-5</td>
<td>Payments to Small Business Subcontractors</td>
<td>JAN 2017</td>
</tr>
<tr>
<td>52.242-13</td>
<td>Bankruptcy</td>
<td>JUL 1995</td>
</tr>
<tr>
<td>52.242-15</td>
<td>Stop-Work Order</td>
<td>AUG 1989</td>
</tr>
<tr>
<td>52.243-1</td>
<td>Changes--Fixed Price</td>
<td>AUG 1987</td>
</tr>
<tr>
<td>52.243-2</td>
<td>Changes--Cost Reimbursement</td>
<td>AUG 1987</td>
</tr>
<tr>
<td>52.243-2 Alt II</td>
<td>Changes--Cost Reimbursement (Aug 1987) - Alternate II</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.244-2</td>
<td>Subcontracts</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>52.244-5</td>
<td>Competition In Subcontracting</td>
<td>DEC 1996</td>
</tr>
<tr>
<td>52.244-6</td>
<td>Subcontracts for Commercial Items</td>
<td>JAN 2017</td>
</tr>
<tr>
<td>52.245-1</td>
<td>Government Property</td>
<td>JAN 2017</td>
</tr>
<tr>
<td>52.245-9</td>
<td>Use And Charges</td>
<td>APR 2012</td>
</tr>
<tr>
<td>52.246-23</td>
<td>Limitation Of Liability</td>
<td>FEB 1997</td>
</tr>
<tr>
<td>52.249-2</td>
<td>Termination For Convenience Of The Government (Fixed-Price)</td>
<td>APR 2012</td>
</tr>
<tr>
<td>52.249-6</td>
<td>Termination (Cost Reimbursement)</td>
<td>MAY 2004</td>
</tr>
<tr>
<td>52.249-8</td>
<td>Default (Fixed-Price Supply &amp; Service)</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.249-14</td>
<td>Excusable Delays</td>
<td>APR 1984</td>
</tr>
<tr>
<td>52.253-1</td>
<td>Computer Generated Forms</td>
<td>JAN 1991</td>
</tr>
<tr>
<td>252.201-7000</td>
<td>Contracting Officer's Representative</td>
<td>DEC 1991</td>
</tr>
<tr>
<td>252.203-7000</td>
<td>Requirements Relating to Compensation of Former DoD Officials</td>
<td>SEP 2011</td>
</tr>
<tr>
<td>252.203-7001</td>
<td>Prohibition On Persons Convicted of Fraud or Other Defense-Related Felonies</td>
<td>DEC 2008</td>
</tr>
<tr>
<td>252.203-7002</td>
<td>Requirement to Inform Employees of Whistleblower Rights</td>
<td>SEP 2013</td>
</tr>
<tr>
<td>252.203-7004</td>
<td>Display of Hotline Posters</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>252.204-7000</td>
<td>Disclosure Of Information</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>252.204-7003</td>
<td>Control Of Government Personnel Work Product</td>
<td>APR 1992</td>
</tr>
<tr>
<td>252.204-7004 Alt A</td>
<td>System for Award Management Alternate A</td>
<td>FEB 2014</td>
</tr>
<tr>
<td>252.204-7005</td>
<td>Oral Attestation of Security Responsibilities</td>
<td>NOV 2001</td>
</tr>
<tr>
<td>252.204-7008</td>
<td>Compliance With Safeguarding Covered Defense Information</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>252.204-7009</td>
<td>Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>252.204-7012</td>
<td>Safeguarding Covered Defense Information and Cyber Incident Reporting</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>252.204-7015</td>
<td>Notice of Authorized Disclosure of Information for Litigation</td>
<td>MAY 2016</td>
</tr>
<tr>
<td>252.205-7000</td>
<td>Provision Of Information To Cooperative Agreement Holders</td>
<td>DEC 1991</td>
</tr>
<tr>
<td>252.209-7004</td>
<td>Subcontracting With Firms That Are Owned or Controlled By</td>
<td>OCT 2015</td>
</tr>
<tr>
<td></td>
<td>The Government of a Country that is a State Sponsor of Terrorism</td>
<td></td>
</tr>
<tr>
<td>Section Number</td>
<td>Description</td>
<td>Date</td>
</tr>
<tr>
<td>----------------</td>
<td>------------------------------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>252.211-7000</td>
<td>Acquisition Streamlining</td>
<td>OCT 2010</td>
</tr>
<tr>
<td>252.211-7007</td>
<td>Reporting of Government-Furnished Property</td>
<td>AUG 2012</td>
</tr>
<tr>
<td>252.211-7008</td>
<td>Use of Government-Assigned Serial Numbers</td>
<td>SEP 2010</td>
</tr>
<tr>
<td>252.215-7000</td>
<td>Pricing Adjustments</td>
<td>DEC 2012</td>
</tr>
<tr>
<td>252.219-7003</td>
<td>Small Business Subcontracting Plan (DOD Contracts)--Basic (Deviation 2016-O0009)</td>
<td>AUG 2016</td>
</tr>
<tr>
<td>252.223-7004</td>
<td>Drug Free Work Force</td>
<td>SEP 1988</td>
</tr>
<tr>
<td>252.225-7001</td>
<td>Report of Intended Performance Outside the United States and Canada--Submission after Award</td>
<td>DEC 2016</td>
</tr>
<tr>
<td>252.225-7012</td>
<td>Preference For Certain Domestic Commodities</td>
<td>DEC 2016</td>
</tr>
<tr>
<td>252.225-7013</td>
<td>Duty-Free Entry--Basic (May 2016)</td>
<td>MAY 2016</td>
</tr>
<tr>
<td>252.225-7031</td>
<td>Secondary Arab Boycott Of Israel</td>
<td>JUN 2005</td>
</tr>
<tr>
<td>252.225-7048</td>
<td>Export-Controlled Items</td>
<td>JUN 2013</td>
</tr>
<tr>
<td>252.226-7001</td>
<td>Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns</td>
<td>SEP 2004</td>
</tr>
<tr>
<td>252.227-7013</td>
<td>Rights in Technical Data--Noncommercial Items</td>
<td>FEB 2014</td>
</tr>
<tr>
<td>252.227-7015</td>
<td>Technical Data--Commercial Items</td>
<td>FEB 2014</td>
</tr>
<tr>
<td>252.227-7016</td>
<td>Rights in Bid or Proposal Information</td>
<td>JAN 2011</td>
</tr>
<tr>
<td>252.227-7019</td>
<td>Validation of Asserted Restrictions--Computer Software</td>
<td>SEP 2016</td>
</tr>
<tr>
<td>252.227-7025</td>
<td>Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends</td>
<td>MAY 2013</td>
</tr>
<tr>
<td>252.227-7027</td>
<td>Deferred Ordering Of Technical Data Or Computer Software</td>
<td>APR 1988</td>
</tr>
<tr>
<td>252.227-7030</td>
<td>Technical Data--Withholding Of Payment</td>
<td>MAR 2000</td>
</tr>
<tr>
<td>252.227-7037</td>
<td>Validation of Restrictive Markings on Technical Data</td>
<td>SEP 2016</td>
</tr>
<tr>
<td>252.227-7038</td>
<td>Patent Rights--Ownership by the Contractor (Large Business)</td>
<td>JUN 2012</td>
</tr>
<tr>
<td>252.227-7039</td>
<td>Patents--Reporting Of Subject Inventions</td>
<td>APR 1990</td>
</tr>
<tr>
<td>252.231-7000</td>
<td>Supplemental Cost Principles</td>
<td>DEC 1991</td>
</tr>
<tr>
<td>252.232-7010</td>
<td>Levies on Contract Payments</td>
<td>DEC 2006</td>
</tr>
<tr>
<td>252.237-7010</td>
<td>Prohibition on Interrogation of Detainees by Contractor</td>
<td>JUN 2013</td>
</tr>
<tr>
<td>252.239-7001</td>
<td>Information Assurance Contractor Training and Certification</td>
<td>JAN 2008</td>
</tr>
<tr>
<td>252.239-7010</td>
<td>Cloud Computing Services</td>
<td>OCT 2016</td>
</tr>
<tr>
<td>252.239-7018</td>
<td>Supply Chain Risk</td>
<td>OCT 2015</td>
</tr>
<tr>
<td>252.242-7004</td>
<td>Material Management And Accounting System</td>
<td>MAY 2011</td>
</tr>
<tr>
<td>252.242-7005</td>
<td>Contractor Business Systems</td>
<td>FEB 2012</td>
</tr>
<tr>
<td>252.243-7001</td>
<td>Pricing Of Contract Modifications</td>
<td>DEC 1991</td>
</tr>
<tr>
<td>252.243-7002</td>
<td>Requests for Equitable Adjustment</td>
<td>DEC 2012</td>
</tr>
<tr>
<td>252.244-7000</td>
<td>Subcontracts for Commercial Items</td>
<td>JUN 2013</td>
</tr>
<tr>
<td>252.244-7001</td>
<td>Contractor Purchasing System Administration</td>
<td>MAY 2014</td>
</tr>
<tr>
<td>252.245-7001</td>
<td>Tagging, Labeling, and Marking of Government-Furnished Property</td>
<td>APR 2012</td>
</tr>
<tr>
<td>252.245-7002</td>
<td>Reporting Loss of Government Property</td>
<td>APR 2012</td>
</tr>
<tr>
<td>252.245-7003</td>
<td>Contractor Property Management System Administration</td>
<td>APR 2012</td>
</tr>
<tr>
<td>252.245-7004</td>
<td>Reporting, Reutilization, and Disposal</td>
<td>SEP 2016</td>
</tr>
<tr>
<td>252.246-7001</td>
<td>Warranty Of Data</td>
<td>MAR 2014</td>
</tr>
<tr>
<td>252.246-7003</td>
<td>Notification of Potential Safety Issues</td>
<td>JUN 2013</td>
</tr>
<tr>
<td>252.247-7023</td>
<td>Transportation of Supplies by Sea</td>
<td>APR 2014</td>
</tr>
</tbody>
</table>
CLAUSES INCORPORATED BY FULL TEXT

52.215-21  REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (OCT 2010)--ALTERNATE III (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to
submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) Submit the cost portion of the proposal via the following electronic media: Microsoft Excel 2010

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-10 INCENTIVE FEE (JUN 2011)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or $100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by .50 cents for every dollar that the total allowable cost is less than the target cost or decreased by .50 cents for every dollar that the total
allowable cost exceeds the target cost. In no event shall the fee be greater than eleven (11) percent or less than zero (0) percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)


(Applicable to CLINs 0002, 0003, 1001, 1002, 2001, and 2002)
(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.

<table>
<thead>
<tr>
<th>ITEM(S)</th>
<th>LATEST OPTION EXERCISE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0002AA, 0003</td>
<td>12 Months after contract award</td>
</tr>
<tr>
<td>0002BA</td>
<td>12 Months after award of CLIN 0002AA</td>
</tr>
<tr>
<td>1001AA, 1002</td>
<td>6 Months after Government acceptance of CLIN 0001</td>
</tr>
<tr>
<td>1001BA</td>
<td>12 Months after award of CLIN 1001AA</td>
</tr>
<tr>
<td>2001AA, 2002</td>
<td>6 Months after Government acceptance of CLIN 1001BA</td>
</tr>
<tr>
<td>2001BA</td>
<td>12 Months after award of CLIN 2001AA</td>
</tr>
</tbody>
</table>

(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 six (6) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE 1", (NAVSEA 5252.216-9122), 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.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2016-00009) (JAN 2017)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual subcontracting plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master subcontracting plan” means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

“Reduced payment” means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.
“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

“Total contract dollars” means the final anticipated dollar value, including the dollar value of all options.

“Untimely payment” means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if--

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626--

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.
(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled ‘Utilization of Small Business Concerns’ in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts intended for use by multiple agencies;
(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
(vi) Provide its prime contract number, its DUNS number, and the email address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating --
   (A) Whether small business concerns were solicited and if not, why not;
   (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
   (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
   (D) Whether HUBZone small business concerns were solicited and, if not, why not;
   (E) Whether small disadvantaged business concerns were solicited and if not, why not;
   (F) Whether women-owned small business concerns were solicited and if not, why not; and
   (G) If applicable, the reason award was not made to a small business concern.
(iv) Records of any outreach efforts to contact --
   (A) Trade associations;
   (B) Business development organizations;
   (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and
   (D) Veterans service organizations.
(v) Records of internal guidance and encouragement provided to buyers through --
   (A) Workshops, seminars, training, etc., and
   (B) Monitoring performance to evaluate compliance with the program’s requirements.
(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if--
(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided--

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor’s commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in
paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government’s fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled “Utilization Of Small Business Concerns,” or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual subcontracting plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $700,000 (over $1.5 million for construction of a public facility) and contains a
subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

52.223-3   HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(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 Material Safety Data Sheet submitted under this contract.

<table>
<thead>
<tr>
<th>Material</th>
<th>Identification No.</th>
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<tbody>
<tr>
<td>(If none, insert &quot;None&quot;)</td>
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<tr>
<td>{Offeror Fill-in}</td>
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(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 Material 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 Material 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)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (SEPT 2016)

(a) Definitions.

Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under Title III of Defense Production Act (50 U.S.C. App. 2091-2093).

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.
52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(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 so designated by written notice (a copy of which shall be provided to the Contractor) which 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 as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. 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 (b) above, 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; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the
authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within fifteen (15) 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) above, 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 (b) and (c) above.

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)

52.252-2 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: http://acquisition.gov/far
NMCARS/NMCAG clauses & provisions: http://acquisition.navy.mil/rd/a/home/policy_and_guidance/nmcars
(End of clause)

252.209-7010  CRITICAL SAFETY ITEMS (AUG 2011)

(a) Definitions.

Aviation critical safety item means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause--

(i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;

(ii) An unacceptable risk of personal injury or loss of life; or

(iii) An uncommanded engine shutdown that jeopardizes safety.

Design control activity. (i) With respect to an aviation critical safety item, means the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and

(ii) With respect to a ship critical safety item, means the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

Ship critical safety item means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause--

(i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or

(ii) An unacceptable risk of personal injury or loss of life.

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

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(Insert additional lines as necessary)

(c) Heightened quality assurance surveillance. Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

(End of clause)
252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(Applicable to CLINs 0001, 1001, and 2001)

(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 http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.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 http://www.acq.osd.mil/dpap/pdi/uid/uii_types.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:

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<tr>
<th>Contract line, subline, or exhibit line item No.</th>
<th>Item description</th>
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(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:

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<tr>
<th>Contract line, subline, or exhibit line item No.</th>
<th>Item description</th>
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<td>{Offeror Fill-in}</td>
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</table>

(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 paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause 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 unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, 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/](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 items 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 items.

(End of clause)
Section J - List of Documents, Exhibits and Other Attachments

SECTION J
The following Exhibits and Attachments form a part of this contract:

Exhibits

<table>
<thead>
<tr>
<th>NO.</th>
<th>TITLE</th>
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<tbody>
<tr>
<td>A</td>
<td>Contract Data Requirements List (CDRL), DD Form 1423, Exhibit “A”. 29 Pages.</td>
</tr>
<tr>
<td>A1</td>
<td>CDRL Attachment 1 – CDRL Addressee List, dated 15 June 2017</td>
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</table>

Attachments

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<th>NO.</th>
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<tbody>
<tr>
<td>1.</td>
<td>RESERVED</td>
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<tr>
<td>2.</td>
<td>ECDIS Software Requirements Document (SRD) Rev 1.0 (with Change 1), dated 13 January 2016 (see Section L.1.3 for instructions to request a copy)</td>
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<tr>
<td>3.</td>
<td>Contract Security Classification Specification, Form DD 254</td>
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<td>4.</td>
<td>Terms of Use Letter – COGENT (to be removed upon contract award)</td>
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<tr>
<td>5.</td>
<td>Terms of Use Letter – SRD (to be removed upon contract award)</td>
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<td>6.</td>
<td>RESERVED</td>
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<td>7.</td>
<td>Small Business Subcontracting Plan (to be incorporated upon award)</td>
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<tr>
<td>8.</td>
<td>Technical Data Rights Assertions Lists (to be incorporated upon award)</td>
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<tr>
<td>9.</td>
<td>Government Furnished Information (GFI) List</td>
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<td>10.</td>
<td>Offeror Question and Answer sheet (to be removed upon contract award)</td>
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<td>11.</td>
<td>Cost and Price Evaluation submittal sheet (to be removed upon contract award)</td>
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<td>12.</td>
<td>Past Performance Questionnaire Form (to be removed upon contract award)</td>
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<tr>
<td>13.</td>
<td>Compliance Checklist (to be removed upon contract award)</td>
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Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-8 Annual Representations and Certifications JAN 2017

CLAUSES INCORPORATED BY FULL TEXT

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

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

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

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of $750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.201-2. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

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

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

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

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

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

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

* (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

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

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

( ___ ) yes( ___ ) no

(End of Provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

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

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(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) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

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

(vi) 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.

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

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

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.
(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

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


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

  ___ Use with Alternate I.

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

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

  ___ Use with Alternate I.

  ___ Use with Alternate II.

  ___ Use with Alternate III.

  ___ Use with Alternate IV.

  ___ Use with Alternate V.

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

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<th>FAR/DFARS Clause #</th>
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<th>Date</th>
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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)
(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

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

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

c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its 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:

<table>
<thead>
<tr>
<th>Technical Data or Computer Software to be Furnished</th>
<th>Name of Person Asserting Rights</th>
</tr>
</thead>
<tbody>
<tr>
<td>With Restrictions *</td>
<td>Basis for Assertion **</td>
</tr>
<tr>
<td>(LIST) *****</td>
<td>(LIST)</td>
</tr>
</tbody>
</table>

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

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

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

****Corporation, individual, or other person, as appropriate.
252.227-7028   TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE
GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or
computer software it intends to deliver under this contract with other than unlimited rights that are identical or
substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to
deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software
were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable,
identification of the earliest date the limitations expire.

(End of clause)
Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7  System for Award Management  OCT 2016
52.204-16  Commercial and Government Entity Code Reporting  JUL 2016
52.204-17  Ownership or Control of Offeror  JUL 2016
52.204-20  Predecessor of Offeror  JUL 2016
52.214-34  Submission Of Offers In The English Language  APR 1991
52.214-35  Submission Of Offers In U.S. Currency  APR 1991
52.215-1  Instructions to Offerors--Competitive Acquisition  JAN 2017
52.215-16  Facilities Capital Cost of Money  JUN 2003
52.215-20 Alt IV  Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Oct 2010) - Alternate IV  OCT 2010
52.215-22  Limitations on Pass-Through Charges--Identification of Subcontract Effort  OCT 2009
52.222-24  Preaward On-Site Equal Opportunity Compliance Evaluation  FEB 1999
252.203-7005  Representation Relating to Compensation of Former DoD Officials  NOV 2011
252.215-7008  Only One Offer  OCT 2013
252.215-7009  Proposal Adequacy Checklist  JAN 2014
252.225-7003  Report of Intended Performance Outside the United States and Canada--Submission with Offer  OCT 2015
252.234-7003  Notice of Cost and Software Data Reporting System--Basic (Nov 2014)  NOV 2014

CLAUSES INCORPORATED BY FULL TEXT

52.211-2  AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (https://assist.dla.mil/online/start/);

(2) Quick Search (http://quicksearch.dla.mil/);

(3) ASSISTdocs.com (http://assistdocs.com).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(1) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; X DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a CPIF, CPFF, FFP, and COST contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Commander

Naval Sea Systems Command
ATTN: SIMONE BRIGHTMON, SEA 02522
1333 Isaac Hull Avenue, SE Mail Stop 2040
Washington Navy Yard, DC 20376-2040

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

(End of provision)

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

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

http://www.acquisition.gov/far or http://farsite.hill.af.mil
52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(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 (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

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

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see http://dx.doi.org/10.6028/NIST.SP.800-171) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)
Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

Naval Sea Systems Command (HQ)
ATTN: Jerry Stora (PEO IWS6N5)
1333 Isaac Hull Ave. SE
Washington Navy Yard DC 20376-2040

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of Provision)

HQ L-2-0001 ALTERNATIVES TO SPECIFICATIONS OR STANDARDS (NAVSEA) (AUG 1994)

(a) The Department of Defense is committed to minimizing the incorporation of military and outdated federal and commercial specifications and standards in contracts and is seeking to use alternative, tailored or updated non-government specifications and standards to the maximum extent practicable to satisfy the requirements.

(b) This solicitation contains military, federal and non-government specifications and standards. To assist in the standardization of military/commercial specifications and standards and to enable the Government to evaluate current commercial practices, offerors are invited to propose (1) alternatives to those mandatory military, federal or commercial specifications and standards listed in this solicitation and/or (2) tailoring of mandatory military or federal specifications and standards identified in this solicitation.

(c) Offerors are invited to demonstrate whether the mandatory military, federal or non-government specifications and standards are advantageous to the Government and whether commercial specifications and standards or tailored specifications listed herein would meet the mandatory performance requirements specified in this solicitation. Offerors should list below any commercial specification or standard and the specification or standard from the solicitation which it would replace. Any proposed tailored specifications should also be listed. Use additional pages as necessary.

<table>
<thead>
<tr>
<th>SPEC/STD PROPOSED</th>
<th>SPEC/STD REPLACED (Including number, rev. and date)</th>
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A copy of any proposed alternative commercial specifications or standards as well as any tailored specifications and standards shall be included in the offeror's proposal. Rationale which describes the advantages of the proposed alternative shall also be included in the offeror's proposal as detailed in the paragraph entitled "Instructions to Offerors" contained in Section L of this solicitation.
(d) The Government shall consider the alternative specifications and standards in meeting the solicitation requirements during the source selection evaluation. Evaluation criteria for alternative specifications and standards is contained in Section M of this solicitation. If the Government accepts the proposed alternative specifications and standards, the offeror's proposal may be incorporated into the resultant contract, either in whole or in part, at the Government's discretion. It is requested that all recommendations be submitted within fifteen (15) days from the date of this solicitation. Acceptance by the Government of alternative specifications or standards does not obligate the Government to conduct discussions under this solicitation.

HQ L-2-0003 FACILITY SECURITY CLEARANCE (NAVSEA) (APR 2015)

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Security Service at the SECRET level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

HQ L-2-0005 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either 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, NSWC Philadelphia, SPAWAR SSC LANT, 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" (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 Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) 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. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.
(c) 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 that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor 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 subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

HQ L-2-0010 SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide the information required by DFARS 252.211-7005, paragraph (c).

HQ L-2-0012 USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)

(a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:

(1) Any item of supply that is available in the commercial marketplace;

(2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or

(4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:

   (i) is not yet in use; or
(ii) is not yet available in the commercial marketplace.

(b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e., end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

HQ L-2-0013 SPECIAL PROPOSAL RECEIPT REQUIREMENTS (NAVSEA) (APR 2015)

(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 (CAC) can enter the WNY via the Isaac Hull Gate off M Street SE; other offerors must go to the O Street Gate, WNY Pass Office, where they will need to be sponsored onto the installation by a Government representative of the contracting officer. Vehicles entering NDW are subject to random searches. 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 5 of the SF 26 or block 7 of the SF 33.

HQ L-2-0014 NOTIFICATION OF USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(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 are free to enter into separate non-disclosure agreements with the file room contractor. (Please 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.

HQ L-2-0016 SOFTWARE DEVELOPMENT PLAN (NAVSEA) (DEC 2006)

(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 however, 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® capability level 3. The SDP rationale is subject to the technical proposal page limitation of the solicitation and shall not exceed N/A pages.

HQ L-2-0017 SOFTWARE DEVELOPMENT AND CMMI OR EQUIVALENT EXPERIENCE (NAVSEA) (DEC 2006)

(a) Offerors shall submit a description of previous relevant experience, within the past (See Section L.4.3) months in developing software of the similar size and complexity as that required under the statement of work. As a part of this description, the offerors shall describe the extent to which personnel who contributed to these previous efforts will be supporting any resultant contract.

(b) Offerors shall also describe any previous relevant CMMI® or equivalent model-based process maturity appraisals performed within the past 24 months. As a part of this description, offerors shall identify the organizational entity and location where the appraisal was performed, the type of evaluation, the organization performing the evaluation, and the level earned. This description shall not exceed N/A pages.

The descriptions called for under paragraphs (a) and (b) above are subject to the technical proposal page limitation of the solicitation.
SECTION L
ADDITIONAL INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. GENERAL INSTRUCTIONS

Evaluation of the proposals will be in accordance with the Section M of the solicitation. Award will be made to the responsible Offeror, whose proposal represents the best value to the Government.

The Offeror is required to submit a proposal which is sufficiently detailed and complete to fully demonstrate understanding of, and compliance with, all of the requirements of the solicitation and shall contain only material directly related to this acquisition.

A legible, neat, orderly and comprehensive proposal is required. Elaborate brochures or artwork, expensive paper or bindings, or expensive visual or presentation aids beyond those sufficient to present a complete and comprehensive proposal are unnecessary. Offerors shall follow the general rule that quality of information is significantly more important than quantity.

General statements such as, “the Offeror understands,” “the Offeror can or will comply with the requirements,” “standard procedures will be used,” “well-known techniques will be used,” or statements which merely paraphrase the solicitation in whole or in part will not constitute compliance with the requirements for proposal content. Data previously submitted, or presumed to be known (e.g., data or services previously submitted or performed for the Government), cannot be considered as part of the proposal unless physically incorporated into the proposal. Failure to conform to all requirements of this solicitation may form the basis for rejection of the proposal.

In the event that any portion of the proposal is written by anyone who is not an actual employee of the firm submitting the proposal, a certificate shall be furnished, which must be signed by an authorized official of the Offeror and shall indicate the person’s name, employment capacity, firm name, relationship of that firm to the Offeror, and which portion of the proposal was written by that person. This certificate requirement applies to both the prime and any subcontractors.

The Offeror shall submit all information required by this Solicitation. Failure to comply with the terms and conditions of the Solicitation may result in the Offeror being removed from consideration for award. The Offeror’s proposal shall be based on the requirements contained in this Solicitation (including those documents, exhibits, and other attachments to the Solicitation identified in Section J).

The Solicitation will be made available only through the internet at:

https://www.fbo.gov

Offerors are hereby notified that from time to time, the Government may post additional information to the web site relating to this solicitation (e.g., responses to questions, amendments, etc.). It is the Offeror’s responsibility to check the web site for any such information.

Only one offer will be accepted from each Offeror. No alternative proposals will be accepted by the Government. Each Offeror shall submit only one proposal which represents its best approach to meeting the requirements of the Solicitation.

L.1.1. COMMUNICATIONS WITH THE GOVERNMENT
The Naval Sea Systems Command Procuring Contracting Officer (PCO) is the sole point of contact for this acquisition, however, the designated Contract Specialist(s) listed below may contact Industry on the Procuring Contracting Officer’s behalf.

Ms. Simone Brightmon  
Contracting Officer  
simone.brightmon@navy.mil  
(202) 781-4188

Ms. Simone Brightmon  
Contract Specialist  
simone.brightmon@navy.mil  
(202) 781-4188

Mr. Matthew Hedrick  
Contract Specialist  
matthew.hedrick1@navy.mil  
(202) 781-4265

L.1.2. SUBMISSION OF QUESTIONS AND COMMENTS

Offerors shall submit written questions and comments (unclassified only) related to this Solicitation in accordance with the Offeror Question and Answer Sheet (Attachment J-10).

No comments, questions or inquiries shall be made of any Government person other than the points of contact listed below. Should there be a comment or question submitted that the potential Offeror believes addresses a subject that is specific to the company (and/or addresses anything that is believed to be proprietary in nature) then the inquiry shall be marked accordingly. If the Government concurs with this identification, the Government will respond only to that potential Offeror. If the Government does not concur with that identification, it shall inform the submitter and not provide any further response. All other publication of questions and answers in response to solicitation will be announced via FEDBIZOPPS (https://www.fbo.gov).

An answer that contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec. 2751 et seq. or Executive Order 12470) will be sent directly to those Offerors who have an approved executed DD-254 and a signed “Terms of Use” letter.

The Government will not entertain any proposed revisions to the terms and conditions contained in this Solicitation submitted as part of the Offeror’s proposal, including any attachment/exhibit referenced therein. Therefore, any offer that includes “redlines,” condition(s) of offer, or any other deviation from the requirements of the Solicitation may be rejected by the Government as non-compliant. As such, any questions or suggestions related to the terms and conditions of this Solicitation shall be made known by the Offeror in accordance with this section and the deadline for questions below.

Information provided with each question should include the document name, document date, specific page, paragraph, clause or other definitive citation requiring clarification.

No information contained in the answers to bidder’s question shall supersede any information contained in the solicitation (including amendments).

The deadline for receipt of questions is fifteen (15) days after the Solicitation issue date. Any questions received after this date may not be answered prior to receipt of proposals.

UNCLASSIFIED QUESTIONS

Written unclassified questions related to this solicitation shall be submitted electronically as follows:

TO: Mr. Matthew Hedrick – matthew.hedrick1@navy.mil
CC: Ms. Simone Brightmon – simone.brightmon@navy.mil
SUBJECT LINE: Question (insert name of Offeror) Navy ECDIS Software N00024-17-R-5216

It is the Government’s intention to distribute unclassified responses to unclassified questions and responses will be distributed to all Offerors electronically under “Q&A Response Packages” via FEDBIZOPPS (https://www.fbo.gov).

L.1.3. AVAILABILITY OF COMPETITION LIBRARY DOCUMENTATION
A Competition Library has been established by PEO IWS 6.0 and is available to eligible Offerors. The Competition Library includes GFI listed in Section J, Attachment J-9. Companies requesting a copy of the Competition Library must provide the following information:

1. A completed DD Form 254, Attachment J-3, by filling in Box 6a-8c that indicates the requesting company has a Defense Security Service (DSS) issued SECRET facility clearance providing for SECRET personnel clearances and SECRET safeguarding capability. Any firm lacking the requisite security clearance and intending to respond to this procurement shall, within fourteen (14) days of issuance of this Solicitation, request initiation of such clearance action in writing from the Naval Sea Systems Command, Code: SEA 00P, 1333 Isaac Hull Avenue SE, Washington Navy Yard DC 20376. Appropriate clearance action in accordance with established procedures will be initiated by the Naval Sea Systems Command, but the Naval Sea Systems Command does not represent that such action can be completed and clearance granted prior to the deadline to request access to the Competition Library.

2. A completed "Terms of Use" letter for COGENT, Attachment J-4, and a completed "Terms of Use" letter for the SRD, Attachment J-5.

3. The DD Form 254 and “Terms of Use” letters shall be signed and returned to the following POCs:

   TO: Mr. Matthew Hedrick – matthew.hedrick1@navy.mil
   CC: Ms. Simone Brightmon – simone.brightmon@navy.mil
   SUBJECT LINE: DD 254/TOU letters (insert name of Offeror) Navy ECDIS Software N00024-17-R-5216

4. Upon receipt of the DD Form 254 and Terms of Use letters by the POCs above, the Competition Library will be made available to the Offeror via the AMRDEC SAFE website (https://safe.amrdec.army.mil/safe/) so long as the Offeror has met the security requirements detailed herein.

   The deadline to request access to the Competition Library shall be the same as the deadline to submit questions. Requests submitted after the submission deadline may be granted on a case-by-case basis.

**L.1.4. TEAMING WITH GOVERNMENT ACTIVITIES**

Offerors shall not enter into teaming agreements with any Federal Government activities, including but not limited to Navy Field Activities. Proposals containing teaming agreements with Federal Government Activities will not be considered for award under this Solicitation.

**L.1.5. PROPOSAL DELIVERY INFORMATION**

Proposals in response to this Solicitation will not be accepted via electronic transmission. Only proposals submitted in accordance with HQ L-2-0013 SPECIAL PROPOSAL RECEIPT REQUIREMENTS found in Section L of this RFP will be accepted. Any proposals received electronically will be deleted and will not be available for review or consideration.

Responses not received at the place and time specified in Block 9 of the Standard Form 33 will be considered late, as defined by FAR 52.215-1. Responses and response modifications shall not be faxed or e-mailed. Responses and response modifications (which will only be accepted prior to the deadline date for receipt of responses) shall be submitted in sealed envelopes or packages to the address shown below and marked with the following address information on the outer wrapper.
L.1.6. PROPOSAL PACKING INSTRUCTIONS

Proposal binders must be packed in boxes. The boxes must be sequentially numbered with the box numbers placed on all sides of each box, and written on all sides of the outside wrapper, if necessary. ALL VOLUMES MAY BE SHIPPED TOGETHER BUT THEY MUST BE APPROPRIATELY MARKED AND PACKAGED SEPARATELY AS FOLLOWS:

- **PACKAGE/BOX 1:** must include all unclassified electronic copy diskettes/CDs/DVDs, and the master packing list. The master packing list must list the contents (e.g., volume number, copy number, and volume name) of each box, by box number. These packing instructions also apply to all subcontractor submissions. Box 1 shall be clearly identified as “BOX 1.”

- **PACKAGE/BOX 2:** Volume I “Offer/Administration Set” and Volume IV “Cost/Price Proposal” (hard copies) must be packaged in a separate box and clearly identified as “BOX 2.” If more than one box is required to contain Volume I and Volume IV, subsequent boxes shall be clearly identified as “BOX 2.1; BOX 2.2” and so on.

- **PACKAGE/BOX 3:** Volume II “Technical Approach” (hard copies) must be packaged in a separate box and clearly identified as “BOX 3.” If more than one box is required to contain Volume II and its associated appendices, subsequent boxes shall be clearly identified as “BOX 3.1; BOX 3.2” and so on.

- **PACKAGE/BOX 4:** Volume III “Past Performance” (hard copies) must be packaged in a separate box and clearly identified as “BOX 4.” If more than one box is required to contain Volume III, subsequent boxes shall be clearly identified as “BOX 4.1; BOX 4.2” and so on.

The Offeror is responsible for the condition of its delivered proposal. Binders and their contents that are broken apart or received in a disorderly fashion will be reassembled by the Government. The Government is not responsible for proper reassembly of these binders. Thus binders may not be reassembled as originally sent. If there are any discrepancies between the proposal volume hardcopies and the proposal volume disks, the Master hardcopy will govern.

L.2. CONTENTS OF THE OFFER
The offer consists of and shall include the following:


**Offer/Administrative Set Volume I:** Offerors shall submit the information required.

**Technical Approach Volume II:** Offerors shall submit the information required.

**Past Performance Volume III:** Offerors shall submit the information required. Offerors should note the requirement to distribute Past Performance Questionnaire Forms (Attachment J-12) and notify the contracting office of Past Performance references prior to the closing date of this Solicitation. See paragraph L.4.3 below.

**Cost/Price Proposal Volume IV:** Offerors shall submit cost/price and other information required. The Offeror shall complete the Attachment 11 - Cost and Price Evaluation Worksheet.

### L.3 PROPOSAL REQUIREMENTS

This section delineates general information and requirements to be followed in the preparation of the Offeror’s proposal. If an Offeror fails to comply with the requirements, this will be considered during evaluation and may result in ineligibility for award.

An Offeror’s proposal shall be sufficiently detailed to enable Government evaluation board members to make a thorough evaluation, and to arrive at a reasonable determination as to whether or not the prospective Offeror will be able to perform in accordance with the stated requirements.

The Offeror’s proposal shall be specific, detailed and complete as to clearly demonstrate that the Offeror has a thorough comprehension of the total technical requirements, including compliance with Navy ECDIS Software requirements documents, the Statement of Work (SOW), and all other requirements contained in the solicitation. Offerors should assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the Offeror's proposals only. The Contractor should not presume that data previously submitted, or presumed to be known (e.g., data or services previously submitted or performed for the Government), will be considered as part of the proposal. The Government does not assume the duty to search for data to cure problems it finds in proposals. Failure to conform to all requirements of this solicitation may form the basis for rejection of the proposal.

General statements like “the Offeror understands the method for performing the Systems Engineering efforts (or any portion thereof) and can or will comply with the requirements of the solicitation” will be considered inadequate, as will generic statements such as "straight forward engineering techniques" and the "highest quality control procedures."

Elaborate brochures or other presentations beyond that sufficient to present a complete and effective explanation are not desired. Elaborate artwork, expensive visual or other presentation aids are neither necessary nor desired. The proposal shall contain all the pertinent information in sufficient detail to permit evaluation.

The Offeror’s proposal must contain a precise description of all terms and conditions of the services offered and must address all topics described below. The information provided in the proposal shall appear in the same order as outlined herein.

### L.3.1 Solicitation Response Requirements
The Solicitation response shall contain four (4) separate volumes.

I. Offer/Administrative Set
II. Technical Approach
III. Past Performance
IV. Cost/Price Proposal

For each volume, the number of copies required and the page limits are shown in the table below. The page count limits specified below are assessed against the hardcopy proposal submission.

<table>
<thead>
<tr>
<th>VOLUME</th>
<th>TITLE</th>
<th>PAGE LIMIT*</th>
<th>ORIGINAL (PAPER)</th>
<th>ADDITIONAL PAPER COPIES</th>
<th>Electronic file(s) on CD-ROM</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>OFFER/ADMINISTRATION SET</td>
<td>None</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>II</td>
<td>TECHNICAL APPROACH (Factor 1)</td>
<td>50</td>
<td>1</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>APPENDIX A</td>
<td>SOFTWARE DEVELOPMENT PLAN</td>
<td>10</td>
<td>1</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>APPENDIX B</td>
<td>PROGRAM MANAGEMENT PLAN</td>
<td>5</td>
<td>1</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>APPENDIX C</td>
<td>INTEGRATED MASTER SCHEDULE</td>
<td>None</td>
<td>1</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>APPENDIX D</td>
<td>HUMAN SYSTEM INTEGRATION PLAN</td>
<td>5</td>
<td>1</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>APPENDIX E</td>
<td>OPEN SYSTEMS MANAGEMENT PLAN</td>
<td>5</td>
<td>1</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>APPENDIX F</td>
<td>QUALITY ASSURANCE PROGRAM PLAN</td>
<td>5</td>
<td>1</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>APPENDIX G</td>
<td>SOFTWARE CONFIGURATION</td>
<td>5</td>
<td>1</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>III</td>
<td>PAST PERFORMANCE (Factor 2)</td>
<td>None</td>
<td>1</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>IV</td>
<td>COST/PRICE PROPOSAL (Factor 3)</td>
<td>None</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

* The total page count identified, excludes the SF-33, Executive Summary, Cover Letter, Title Page, Table of Contents, Cross Reference Matrix, Resumes, and the Glossary of Abbreviations and Acronyms.

Each volume shall be bound separately in three ring binders to permit removal of sections with each major part tabbed. The Offeror’s company name shall appear at the top of each page. Legibility, clarity, and compliance with the requirements of the Solicitation are essential. Pages that exceed the page count limit will not be evaluated by the Government.

The narrative material contained in Volumes I-IV of the Offeror’s proposal shall be typed or printed in a font with the type no smaller than size 12 Times New Roman font with serif typeface on standard 8-1/2 by 11 inch paper. Text line spacing shall be 1.5 lines. One-inch margins on each side, including top and bottom are required. Text within tables, diagrams, pictorial charts, or graphic material may use 8-point Times New Roman font. Fold out pages may be used for diagrams, charts or graphic material only and shall not exceed 11 inches by 17 inches. Fold out pages will be counted as two pages. Fold out pages shall only include narrative sufficient to describe the diagram, chart or graphic material. Every section, paragraph, figure, and table shall be numbered. Hardcopy proposal pages may be single or double-sided. Each double-sided pages will be counted for 2 pages.

The Offeror’s company name, N00024-17-R-5216, and any appropriate security classification markings shall appear on each numbered page. A date shall be placed on each page of the proposal corresponding to the due date of the initial proposal.

The page count shall include all material with printed matter and figures except SF-33, Executive Summary, Cover Letter, Title Page, Table of Contents, Cross Reference Matrix, Resumes, and the Glossary of Abbreviations and Acronyms. Pages excluded from the page count must contain only material pertinent to the page heading or be blank and marked "Intentionally Left Blank." Index pages andTabs are required and shall be cross-referenced to the TOC. Every page, except those marked as blank, will be numbered. If the proposal exceeds the page limit identified, the Government will remove all pages exceeding the specified page count from the back of the proposal prior to the evaluation. The removed pages will not be evaluated.

If there are any discrepancies between the hardcopy and the CD-ROMs, the hardcopy will govern.
The cover page of each Proposal Volume shall contain:

- N00024-17-R-5216
- Volume # and Title (e.g., Volume II – Technical Approach)
- Copy Number or mark “ORIGINIAL”
- Appropriate security classification markings
- Offeror’s Company Name, City, State
- Offeror POC
- Offeror POC Phone #
- Date of submission (Corresponding to the due date of proposals)

The Offeror shall provide Volumes I through IV on separate CD-ROMs. Each disk shall be labeled as follows:

- N00024-17-R-5216
- Volume #
- Copy Number
- Offeror’s Position on Disclosure of Proposal Data consistent with FAR 52.215-1(e)
- Offeror’s Company Name, City, State
- Offeror POC
- Offeror POC Phone #
- Date of submission (Corresponding to the due date of proposals)
- Appropriate security classification markings
- Format(s) of Files

Proposal submission shall be as follows:

All copies of all Proposals Volumes (including electronic copies) shall be submitted at the place and at or before the time specified in Block 9 of the SF 33.

Forwarding letters are merely instruments for transmitting the submitted proposals; they are not part of the page count and will not be evaluated. The forwarding letter shall identify all enclosures being transmitted, and shall list all subcontractors identified in the Offeror’s proposal.

The Offeror shall provide electronic versions of Volumes I through IV in both Adobe format and a soft copy format (i.e. Excel, Word, Project). The electronic files shall be submitted on CD-ROMs formatted for Microsoft Windows 2010; text shall be prepared using Microsoft Word compatible applications; and spreadsheets, worksheets, or workbooks shall be prepared using Microsoft Excel compatible applications. The following file extensions shall be used:

- .docx for Microsoft Word 2010 files
- .xlsx for Microsoft Excel 2010 files
- .pdf for Adobe Acrobat XI files
- .mpp for Microsoft Project 2010 files

Offeror shall not embed sound or video files into the electronic files. Table of Contents (TOC) hyperlinks may be created within each document (i.e., each, single electronic file). Additional hyperlinks are not allowed. Each volume shall be separated into directories within each volume’s CD-ROM copy. Graphics, tables, photographs, and other data beyond the capability of Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Microsoft Project, or not in currently NMCI supported applications may be submitted in Adobe Acrobat format.

Electronic cost data MUST be submitted in Microsoft Excel.

ALL MS EXCEL FILES MUST HAVE FORMULAS CLEARLY EVIDENT, EDITABLE, AND
FUNCTIONING. MS EXCEL SPREADSHEETS MUST BE LINKED TO OTHER CELLS WITHIN THE SAME WORKBOOK OR WORKSHEET (E.G., DIRECT LABOR = HOURS X DIRECT LABOR RATE). SIMPLE, HARD-CODING OF NUMBERS IS NOT ACCEPTABLE. CELLS MAY NOT BE LINKED TO CELLS IN OTHER WORKBOOKS (I.E., SEPARATE FILES).

No cost or pricing information shall be included in the Offeror's forwarding letter or in any part of its submitted Volumes, except the Volume I and Volume IV.

The Proposal shall contain all the pertinent information in sufficient detail to permit evaluation. The proposal should be detailed and complete as to clearly demonstrate that the Offeror has a thorough comprehension of all technical and other requirements. If an Offeror fails to comply with content requirements, its proposal may be removed from consideration, for failure to follow instructions.

Volumes I through IV (including Appendices and Attachments) shall contain NO CLASSIFIED MATERIAL UNDER ANY CIRCUMSTANCE. In the event classified information is found anywhere within those referenced sections of the proposal, that volume will be collected and destroyed and the Offeror will be found to be unacceptable/ineligible for award.

L.3.2 CROSS-REFERENCE MATRIX

Cross-referencing between Volumes II and III is permitted where its use would conserve space without impairing clarity. However, each Volume of the proposal shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with minimal cross-referencing to other factors within Volumes within the proposal. The Cross-Reference Matrices shall clearly identify the location(s) in the Offeror’s proposal that address or respond to each numbered requirement in Section L. Where cross-referencing is necessary, the Offeror must cite the specific Volume, section, and paragraph (either in Section L or its proposal) for reference. Information required for each factor, which is not found in its designated factor or properly cross referenced, will be assumed to have been omitted from the proposal. The Government is not responsible for cross-referencing information not identified in the Offeror’s Cross-Reference Matrices.

The following Cross-Reference Matrices shall be provided:
1. Show the tracking of Government solicitation requirements to the Offeror’s proposal (i.e., traceability).
2. Show the relationship between Volumes of the Offeror’s proposal, if applicable.

A complete Cross-Reference Matrix shall be provided in the front of each Volume. The RFP cross-reference matrix for each Volume must indicate the Proposal Volume section, subsection, and paragraph, cross-referenced with the appropriate SOW paragraphs, applicable RFP instructions, evaluation criteria, and CDRLs, as applicable.

The Cross-Reference Matrices do not count against page limitations for their respective Volumes.

L.3.3 GLOSSARY OF ABBREVIATIONS AND ACRONYMS

At the end of each Volume, and Appendix A through G of the proposal, Offerors shall provide a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against page limitations for their respective Volumes.

L.4 PROPOSAL VOLUMES I THROUGH IV
The proposal volumes, titles, page distribution, hardcopies required, and other related information are listed below. Maximum page counts are provided for each Volume of the proposal and are listed in the table in Section L-3, 3.1 above. Allocation of pages across particular Tabs within a Volume is left to the Offeror’s discretion, provided the overall page count of the Volume is not exceeded. Any information required for proposal evaluation that is not included in its designated volume will not be evaluated. Offerors must comply with the submission requirements specified above. The proposal shall be valid for no less than 300 days from the date specified in Block 9 of the Standard Form 33.

L.4.1 VOLUME I - OFFER/ADMINISTRATION SET

NO COST INFORMATION SHALL BE SUBMITTED IN ANY VOLUME OTHER THAN VOLUMES I AND IV

The following sections detail what Offerors shall address in Volume I of its proposal.

1. CROSS REFERENCE MATRIX - See Section L.3.2 for instructions.

2. SOLICITATION SET

Sections A through K “Solicitation, Offer and Award”: Offerors must fill in all areas of the RFP listed as Offeror fill-ins, including but not limited to the following:

- Standard Form 33 (SF-33), “Solicitation, Offer and Award,” with blocks 12 through 18 completed by the Offeror. Proposals shall be valid for 300 days from the required submission date. The Offeror shall sign and acknowledge the Solicitation, including all amendments. The cover sheet(s) of the Solicitation and all amendments shall be submitted under this section. The Offeror is required to submit relevant portions of the Solicitation (i.e., schedules and clauses that require the Offeror to input data) using the most recently amended Solicitation.
- Section B pricing (including unit price) filled in for CLINS 0001, 0002, 0003, 1001, 1002, 2001, and 2002.
- Section B Firm Fixed Price amount for CLIN 1003
- Fill out Section B Notes A and B in its entirety.
- Fill out all clauses that contain Offeror Fill-ins
- Fill out Section H clause 52.245-9108 GOVERNMENT-FURNISHED PROPERTY
- Fill out Section H clause 52.245-9111 RENT-FREE USE OF GOVERNMENT PROPERTY (AS IS) (SEP 2009)
- The Offer shall submit a completed Small Business Subcontracting Plan (Attachment J-7)
- The Offer shall submit a completed Technical Data Rights Assertions List (Attachment J-8)
- Fill out Section K in its entirety

3. EXECUTIVE SUMMARY, TITLE PAGE, TABLE OF CONTENTS

Offerors may submit an Executive Summary, not to exceed 5 pages. The Executive Summary will not be evaluated. The title page shall state the document number, title, name, and serial number of the RFP, name of the Offeror, point of contact for proposal including name, telephone number and email address, DUNS number, Cage Code, physical address and classified address, and if the Offeror wishes to restrict its proposal, the legend permitted by FAR 52.215. Although a cover letter is not required, if the Offeror chooses to submit one, it should be placed after the title page. However, it will not be evaluated. A TOC is required after the cover letter or title page listing the chapters, sections, subsections, and page numbers, etc.

4. SECTION B
CLIN 0001 is Cost Plus Incentive Fee (CPIF) type contract, and the Offeror shall include the Target Cost including Facilities Capital Cost of Money (FCCM), Target Fee of 9% or less, Min Fee 0%, and 11% Max Fee. Please note all fee values are % of Target Cost exclusive of FCCM in proposed Total Target Cost and Fee. The Offeror shall include a Shareline of 50/50 (under-run) and 50/50 (over-run).

CLINs 0002, 1001, and 2001 are Cost Plus Fixed Fee (CPFF) type CLINs, and the Offeror shall include the Estimated Cost including Facilities Capital Cost of Money (FCCM) and Fixed Fee (Fee values shall be no more than 8% of Estimated Cost exclusive of FCCM).

CLINs 0003, 1002, and 2002 are COST type CLINs, and the Offeror shall propose the Government specified Estimated Cost only amount (see Section B, Note D).

CLIN 1003 is Firm Fixed Price (FFP).

CLIN 0004 is Not Separately Priced (NSP) and any associated cost will be included in the cost of CLINs 0001, 1001, and 2001.

(5) EQUAL EMPLOYMENT OPPORTUNITY

In order for the Contracting Officer to comply with EEO pre-award clearance procedures (FAR 22.805), the Offeror shall include in its proposal a list containing the following information:

Name, address, telephone number, estimated dollar value, and the applicable regional office of the Office of Federal Contract Compliance Programs of the prospective contractor, and of any corporate affiliate at which work is to be performed.

Name, address, telephone number, estimated dollar value and the applicable regional office of the Office of Federal Contract Compliance Programs of each proposed first-tier subcontractor with a proposed subcontract estimated at $10M or more including the dollar value of all options and the maximum quantity of supplies or services to be acquired.

(6) RENT-FREE USE OF GOVERNMENT PROPERTY

The Offeror shall state whether it or its subcontractors, in the performance of the contract, will require the rent-free use of Government-owned property in accordance with Section H clause 5225.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY. However, the Offeror should not include in its price proposal any element of cost or expense attributable to payment by Offeror under any other contract, of a use charge for such Government owned property.

Offeror shall submit with its proposal the following:

a) A list or description of all RENT-FREE USE OF GOVERNMENT PROPERTY that the Offeror or its subcontractors propose to use on a rent-free basis. This information shall be provided in a format that clearly identifies property required, the rental value for each item required, the total cost for each piece of property required and the assumptions used to derive such calculation. All proposed costs shall be fully auditable and shall also be provided separately and concurrently to the cognizant Administrative Contracting Officer (ACO) at the time of proposal submittal. This information shall be provided in a format that clearly identifies property required and the rental value for each item. The rental calculation shall begin Calendar Year 2017 and continue until the Offeror no longer requires the item(s) to fulfill the requirements of any contract resulting from this solicitation.

b) Identification of the contract or other instrument under which the property is held, and the contact information for the Contracting Officer having cognizance of the property.
c) 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 proration of the rent.

d) The amount of rent that would otherwise be charged, computed in accordance with FAR 52.245-9, Use and Charges.

e) The amount of time used to calculate rental value shall be that required for the production of the maximum quantity of items that may be required under any contract resulting from this solicitation. However, the Government is under no obligation to exercise any and/or all option items.

(7) TECHNICAL DATA RIGHTS

The Contractor shall provide a consolidated table in response to DFARS 252-227-7013, -7014, -7015, -7017 and -7028. The consolidated table will be incorporated into the contract at time of award as Section J, Attachment J-8.

The Government desires at least Government Purpose Rights (GPR), as defined at DFARS 252.227-7013 and -7014, in all noncommercial technical data and computer software relating to Navy ECDIS Software and all of its component systems and subsystems. If the Offeror proposes to deliver commercial TD/CS/ CSD, it is the Government’s desire to obtain a license to the commercial software that would grant to the Government the equivalent of GPR or rights sufficient for the Government to meet and fulfill the needed Navy ECDIS SW capabilities over its lifecycle. The Offeror shall provide a consolidated listing of all technical data and computer software (including source code, object code, and executable code) deliverables relating to Navy ECDIS Software and all of its component systems and subsystems along with the associated license rights being provided to the Government as part of this Solicitation. This list shall include, but not be limited to, the source (originator) of the technical data or computer software; an indication whether items are either commercial or non-commercial as per DFARS Subparts 227.7100 et. Seq. and 227-7200 et. Seq., and whether or not data or computer programs are conformant with Open Architecture Computing Environment (OACE) guidelines. The CDRLs and the Statement of Work (SOW) must be construed broadly so as to provide rights in technical data and computer software that would allow a second entity to independently construct Navy ECDIS Software units of same design. Where less than GPR are being provided to the Government, the Government requests that the Offeror provide the price of buy-out options for GPR for those rights which the Offeror is willing to sell. The Offeror shall not include the prices of the buy-out options in the Technical/Management volume of the proposal. Rather, for each technical data/computer software deliverable which is being offered with less than GPR, prices for conversion of the deliverable data rights to GPR should be included in Section B, CLIN 1003 for those rights which the Offeror is willing to sell.

(8) COMPLIANCE CHECKLIST Section J, Attachment J-13 – Compliance Checklist to be completed and returned by Offeror.

(9) CONTRACTOR AWARD ANNOUNCEMENT INFORMATION

- Provide the full name and street address of the prime contractor.
- Provide the location(s) (City, State) where work will be performed. If work will be performed in more than one location, include all locations and percentage of work applicable to each, from highest to lowest percentage (e.g. Washington, DC: 60%; Norfolk, VA: 40%).
- Provide contractor point of contact, title, and telephone number for any subsequent contract award announcement resulting from this Solicitation.

(10) SMALL BUSINESS SUBCONTRACTING PLAN (ATTACHMENT J-7)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause
entitled “SMALL BUSINESS SUBCONTRACTING PLAN” (FAR 52.219-9). The plan shall meet the Congressionally mandated five-percent (5%) goal for small disadvantaged business concern or contain a rationale for why it does not. It is the intent of the Government to encourage the use of Small Businesses whenever practicable.

The Offeror shall describe the extent to which its company has identified and committed to provide for participation by small business, including veteran-owned small business, service-disabled veteran owned (SDVO) small business, HUBZone small business, small disadvantaged business (SDB), women-owned small business, and historically black colleges and universities, and minority institutions for the performance of this contract. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the small businesses are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractors’ technical capabilities. The Offeror shall describe its management approach for enhancing small business subcontractors’ technical capabilities. Of special interest is the amount and type of work to be performed by the small business subcontractors. The Offeror shall explain the reasons for and advantages of selecting particular small business.

(11) CERTIFICATION THAT A POTENTIAL CONFLICT OF INTEREST DOES NOT EXIST AT ANY TIER.

(12) OFFEROR’S STATEMENT

The Offeror shall include a signed statement, on the Offeror’s letterhead, stating that the accompanying Proposal:

(a) Is for all requirements as stated in the solicitation (including all attachments, appendices, and amendments thereto);
(b) Is made without qualification or exception to any terms and conditions appearing in the solicitation; and
(c) Is valid for a period of three hundred (300) days from the date specified in Block 9 of the Standard Form 33.

The Statement should identify the name, title and telephone number of the Authorized Offeror Personnel who may be contacted regarding decisions made with respect to the proposal and who can obligate the company contractually. Also provide the name, position, and contact information for the person or persons to be notified of the award decision by the Source Selection Authority or designated representative.

In addition, the Statement must contain the following certification regarding the classified and other restricted information made available via the Contract Specialist:

I, [insert signatory’s name, title, company], hereby certify that [company] will ensure that, if [company] is excluded from the competitive range or not selected for award of this contract, any and all copies, notes, or other materials produced using the classified or other restricted information provided in connection with solicitation N00024-17-R-5216, will be destroyed within 120 days from receipt of notice that [company] was excluded from the competitive range or not selected for award under this solicitation.

(13) SUPPLY CHAIN RISK ASSESSMENT

Prime contractors and team-members, including subcontractors, must provide full legal name for each entity as well as any “doing business as” or other alias for each entity. All contractors and subcontractors must adhere to Federal Program Protection Policies, where applicable, including but not limited to Department of Defense Instruction 5200.44. All contractors and subcontractors will be subject to a Supply Chain Risk Assessment (SCRA) by the Government prior to award of the contract. This assessment will be conducted by the Government based on a Government investigation. All information found during the SCRA may be used in the Government’s assessment including, but not limited to any threat information or cyber incidents, as defined in National Security Presidential Directive (NSPD-54)/Homeland Security Presidential Directive (HSPD-23).

(14) GLOSSARY OF ABBREVIATIONS AND ACRONYMS - See Section L.3.3 for instructions.
L.4.2 VOLUME II – TECHNICAL APPROACH (FACTOR 1)

NO COST INFORMATION SHALL BE SUBMITTED IN ANY VOLUME OTHER THAN VOLUMES I AND IV

The Technical Approach Volume shall enable technical/engineering personnel to make a thorough evaluation and arrive at a determination of whether or not the proposal meets the requirements of the RFP. To this end, the Technical Approach Volume shall be specific, detailed, and complete. As detailed below, the Offeror shall provide a comprehensive overview of its Navy ECDIS Software Production approach that addresses the efforts required for developing, testing, and maintaining the Navy ECDIS Software. Unsupported promises to comply with contractual requirements will not be sufficient. Proposals must contain supporting rationale for any statements relating to proposed performance. For each subfactor Offerors shall provide a narrative approach detailing its methodology and system for meeting the requirements. In addition, as indicated below for subfactors 2 – 7, Offerors shall provide a draft plan IAW the applicable CDRL detailing the specific process for meeting the Navy ECDIS SW requirement.

(1) CROSS-REFERENCE MATRIX - See Section L.3.2 for instructions. Cross-reference matrices will not be included in the Volume II page count.

(2) GLOSSARY OF ABBREVIATIONS AND ACRONYMS - See Section L.3.3. for instructions.

(3) TECHNICAL APPROACH SUBFACTORS:

1) Subfactor 1: Data Rights, Software Rights, and Patent Rights

The Government desires Government Purpose Rights (GPR) in all Data (Data includes Technical Data, Computer Software and Computer Software Documentation as defined in DFARS 252.227-7013 "Rights in Technical Data Noncommercial Items" (FEB 2014) and/or DFARS 252.227-7014 "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" (FEB 2014) (as applicable) used or generated in performance of this contract. The Data also includes all data relating to commercial items or commercial computer software (hereinafter Commercial Data) used, generated, and delivered in performance of this contract.

The Offeror shall propose the extent to which the rights in Technical Data (TD), Computer Software (CS), Computer Software Documentation (CSD), and inventions/patents offered to the Government ensure unimpeded, innovative, and cost effective production, operation, maintenance, and upgrade of the Navy ECDIS SW throughout its life cycle; allow for open and competitive procurement of Navy ECDIS SW enhancements; and permit the transfer of the Navy ECDIS SW non-proprietary source code, object code, and executable code to other contractors for use on other systems or platforms.

The Offeror shall describe its plan for making design and interface information available as soon as possible after it is defined or established. The Offeror shall describe how it intends to provide all licenses if proposed, executable code, object code, source code, drawings, repair and engineering documentation to the Government and third-party contractors at specified key events or at defined intervals.

Offerors whose proposed solution does not provide GPR are required to ensure unimpeded, innovative, and cost effective production, operation, maintenance, and upgrade of the Navy ECDIS SW throughout its life cycle and allow for open and competitive procurement of Navy ECDIS SW enhancements.

The Data Rights and Patent Rights offered shall be provided as attachments to the Technical Volume of the proposal. The Offeror shall cite specific examples of the Government's Intellectual Property Rights (IPR) that illustrate the tenets of the offer, including an overview of the information provided in the following required attachments, as well as a discussion of how the information contained in the attachments impacts or illustrates the tenets of the proposal.
The Offeror shall provide the following information as attachments to its offer: (Note: These attachments are not included in the Technical Volume page count.)

**a) Rights in Noncommercial TD, Noncommercial CS, and Noncommercial CSD.**

The 7017 List. The Offeror shall attach to its offer a list identifying all noncommercial TD, CS, and CSD that it asserts should be delivered with less than unlimited rights. Specific instructions and requirements concerning this list are set forth in the DFARS 252.227-7017 “Identification and Assertion of Use, Release, or Disclosure Restrictions” (JAN 2011) provision incorporated at Section K of this Solicitation. If the Offeror is awarded a contract, the 7017 List shall be attached to the contract.

The 7028 List. The Offeror shall attach to its offer a list identifying all noncommercial TD, CS, and CSD that it intends to deliver with less than unlimited rights and that are identical or substantially similar to TD, CS, or CSD that the Offeror has delivered to, or is obligated to deliver to, the Government under any contract or subcontract. Specific instructions and requirements concerning this list are set forth in the DFARS 252.227-7028 “Technical Data or Computer Software Previously Delivered to the Government” (June 1995) provision incorporated at Section K of this solicitation. Additionally, if there is no data or software to be identified in the 7028 list, the Offeror shall submit the list and enter “None” as the body of the list. If the Offeror is awarded a contract, the 7028 List shall be attached to the contract.

Supplemental Information. The Offeror shall attach to its offer a statement, entitled “Supplemental Information—Noncommercial Technical Data, Noncommercial Computer Software, Noncommercial Computer Software Documentation” (the statement) that, for each item of noncommercial TD, CS, or CSD that the Offeror asserts should be delivered with specifically negotiated license rights or other non-standard rights (as discussed at DFARS 252.227-7013 “Rights in Technical Data – Noncommercial Items” (FEB 2014) and/or DFARS 252.227-7014 “Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation” (FEB 2014)), sets forth a complete description of all such proposed non-standard restrictions on the Government’s ability to use, modify, release, perform, display, or disclose such TD, CS, or CSD. This information may be provided by referencing any proposed nonstandard license agreement that is attached to the statement. The Offeror shall submit the statement as an attachment to its offer, dated and signed by an official authorized to contractually obligate the Offeror. If there is no information to be included in the statement, the Offeror need not submit the statement. If the Offeror is awarded a contract, any statement provided will be attached to the contract.

**b) Rights in Commercial TD, Commercial CS, and Commercial CSD.**

The Offeror shall attach to its offer a list, entitled “Commercial Technical Data, Commercial Computer Software, and Commercial Computer Software Documentation-Government Use Restrictions” (the Commercial Restrictions List), that provides the following information regarding all commercial TD, CS, and CSD that the Offeror (including its sub-Offerors or suppliers, or potential sub-Offerors or suppliers, at any tier) intends to deliver with less than unlimited rights: (1) identification of the data or software; (2) basis for asserting restrictions, such as licensed products including open source; (3) asserted rights category (e.g. GPR or restricted rights); and (4) name of the entity asserting restrictions. For any item designated as Non-Developmental Item (NDI), the Offeror is requested to provide details of the Agency and level therein that paid for development and the contract number(s) and dates wherein payments were received. For each entry in the list citing an asserted rights category other than the standard license rights applicable to commercial TD as set forth in the DFARS 252.227-7015 “Technical Data – Commercial Items” (FEB 2014) clause, the Offeror shall provide a complete description of the asserted rights (e.g., a specially negotiated license, open source, or the license customarily offered to the public); this information may be provided by referencing any proposed non-standard or commercial license agreement that is attached to the list, but in all cases, the non-standard or commercial license will be attached for Government review. The Offeror shall submit the Commercial Restrictions List as an attachment to its offer, dated and signed by an official authorized to contractually obligate the Offeror. If there is no information to be included in the Commercial Restrictions List, the Offeror shall submit the list and enter “None” as the body of the list. If the Offeror is awarded a contract, the Commercial Restrictions List shall be attached to the contract.

2) **Subfactor 2: Software Development Plan**
The Offeror shall describe in the technical proposal its approach to manage the development and maintenance support of the Navy ECDIS SW. Specifically, the Offeror shall address the requirements of Section C 4.1 in accordance with clause HQ L-2-0016 requirements. The Offeror shall:

a) Describe its approach and methods to planning and oversight of all aspects of the software development, including analyzing software requirements and design; software integration and testing

b) Address its approach and method to scheduling and organizing resources; tools for monitoring software risks, quality assurance, corrective actions and configuration management

c) Address its approach and methods to conducting Formal Qualification Test (FQT) in accordance with SOW 4.1.7 to ensure compliance with the contract and SRD for Navy ECDIS SW

The Offeror shall provide a draft Software Development Plan IAW CDRL A008 as Appendix A.

3) Subfactor 3: Management Approach

The Offeror shall describe its proposed Program Management approach and processes to be employed in performing this contract in the technical proposal. The Offeror shall describe in detail its approach to each of the following:

a) Personnel Experience - The Offeror shall demonstrate the employment of and availability of qualified personnel to perform the processes or procedures required to execute the contract. This includes demonstrating there are sufficient employees to support the required software programming, testing, and documentation generation. Offeror shall include clearances, education, and relevant experience for key personnel. The key personnel that shall be identified are the Senior Software Programmer and Senior Program Manager.

The Offeror shall provide resumes of the key personnel, including education, experience, and technical expertise as part of Appendix B, Program Management Plan. The resumes will not be included in the Volume II page count. The information provided on the technical expertise and experience of key personnel shall highlight previous assignments in DoD programs and assignments that involved work similar to the contract work. The following identifies the desired qualifications for the key personnel:

- **Senior Program Manager**
  - **Position Summary:** The Senior Program Manager is responsible for the overall cost, schedule and technical performance of the Navy ECDIS SW Program and will act as the primary customer contact for program activities and leading program review sessions with the Government Program Office.
  - **Skills:** Managing all program aspects of software development, systems integration and test. Maintaining milestones and monitoring adherence to master plans and schedules. Identifying program problems and obtaining solutions.
  - **Education & Experience:** Bachelor's degree from an accredited institution, minimum ten years of experience in program management, including three years or more supervisory/management experience.
  - **Clearance Level:** Secret

- **Senior Software Systems Engineer**
  - **Position Summary:** The Software Systems Engineer is responsible for the technical performance of the Navy ECDIS SW Program and will act as the primary customer contact for engineering activities and leading technical review sessions with the Government Program Office.
  - **Skills:** Managing engineering efforts for software development, systems integration, and testing. Performing software definition, preliminary and detailed design, design implementation, subsystem and system level integration, and tests. Maintaining milestones and monitoring adherence to master plans and schedules. Identifying engineering problems and obtaining solutions.
**Education & Experience:** Bachelor's degree in software engineering from an accredited institution, minimum ten years of experience, including three years or more supervisory/management experience.

**Clearance Level:** Secret

b) **Organizational Structure** - The Offeror shall demonstrate that the organizational structure of the Offeror and include, but not limited to, the assignment of functions and responsibilities for key personnel. The organizational structure shall be included as part of Appendix B, Program Management Plan, and will not be included in the Volume II page count.

c) **Management** - The Offeror shall describe its management program in a manner that clearly defines how the contract effort will be managed and controlled. The Offeror shall address procedures, polices and reporting requirements for the initiation, monitoring, control, completion, test, and verification and reporting of contractual efforts. The Offeror shall identify its approach at providing accurate inputs into the monthly Contractor's Progress, Status, and Management Report (CDRL A026) and IMS (CDRL A027).

d) **Subcontractor Management** - The Offeror shall describe the strategy and procedures for managing subcontractors, vendors and suppliers, including any information systems or processes used to ensure subcontractors, vendors and suppliers meet the requirements of the SOW. This shall include qualifications of any subcontractors, vendors, and suppliers. The Offeror shall provide an outline of how the effort required by the Solicitation will be assigned for performance within the contractor's corporate entity and among proposed subcontractors. The Offeror shall identify subcontractors who will perform a major portion of the effort. "Major" is defined for these purposes in terms of twenty percent (20%) of cost type CLINs of the contract.

e) **Risk Management** - The Offeror shall identify cost, schedule, performance and technical risks and why these were identified as risks. The Contractor shall discuss the risks, including dependencies and mitigation for each identified risk. The Offeror shall identify and provide an assessment of technical and schedule risks, as well as the top four (4) most critical schedule risk items. This shall capture risks across all project disciplines. The Offeror shall also describe its risk management processes, risk mitigation strategies, causes of possible schedule slips and contingency plans.

f) **Integrated Master Schedule (IMS)** - In addition to providing a narrative description in its technical volume, the Offeror shall provide a detailed IMS as Appendix C to the proposal; refer to CDRL A027 for guidance. The schedule shall include all meetings and reviews in the SOW and all Contract Data Requirements List (CDRL) deliverables. The schedule shall include a detailed breakout of the software development efforts and testing events. The schedule shall include the base year contact as well as all options. The schedule shall identify critical path. The Offeror shall identify any areas of schedule risk and the risk mitigation plans. The Offeror shall describe what control methodologies and tools used to manage the schedule over the life of the contract. For the purpose of planning the Offeror should assume a contract award date of 270 days from the date specified in Block 9 of the Standard Form 33.

The Offeror shall provide legible hard copies of the program schedule in the following three formats: (a) Gantt chart, (b) network plot which legibly reflects all activities and their relationships and (c) tabular format containing the following data (if applicable) for each event, activity, task, and milestone in the IMS:

- ID
- Task Name
- Start
- Finish
- Duration (most likely)
- Total Slack
- Predecessors
- Successors
- Constraint Type
The Offeror shall provide tracking to the text fields used if they did not correspond to the assigned text fields as identified above. This detailed schedule shall show the time in weeks.

The Offeror shall provide a draft Program Management Plan IAW CDRL A025 as Appendix B. The Offeror shall provide a draft Integrated Master Schedule (IMS) IAW CDRL A027 as Appendix C.

4) **Subfactor 4: Human Systems Integration (HSI)**

The Offeror shall describe in the technical proposal its proposed HSI technical approach, and processes to be employed in performing this contract and the requirements of Section C.4.1.2 and SRD Section 3.14. In addition, the Offeror shall address the following HSI elements:

a) Provide a description of the integration of HSI personnel into the overall organization as well as into the software design.

b) Provide the proposed methodology and processes to identifying key HSI performance parameters and attributes, and for incorporating the parameters/attributes into the design process.

c) Describe the methods for applying human factors engineering principles, methods, criteria, best practices, and standards to ensure that operators, maintainers, trainers and software support personnel interfaces are optimized for both human and total system performance.

d) Describe the methods and processes by which HSI risks and issues are mitigated and resolved.

e) Identify the methods and processes to consider Navy manpower, personnel, and training constraints as well as including Navy end users feedback into the HSI design.

The Offeror shall provide a draft Human Systems Integration Program Plan IAW CDRL A002 as Appendix D.

5) **Subfactor 5: Open System Architecture (OSA)**

The Offeror shall describe in its technical proposal its proposed Open Systems Architecture (OSA) approach and processes to be employed in performing this contract and the requirements of Section C 4.1.1 and SRD Section 3.13. In addition the Offeror shall address the following OSA elements:

a) **Modular Open Systems Approach (MOSA)** – A detailed description of the Offeror’s modular open systems approach. The Offeror’s technical approach for ensuring conformance to open standards and the ability to integrate new capabilities without redesign of entire software or large portions thereof. The Offeror’s strategy for maintaining the currency of technology, e.g., through COTS or reusable NDI insertion, technology refresh strategies, and other appropriate means to reduce the development cycle time and total life-cycle cost.

b) **Interface Design and Management** - The Offeror shall describe how it will clearly define component and system interfaces, and the processes for defining and documenting all Configuration Item (CI) level interfaces. The Offeror shall describe how interfaces will be selected to maximize the ability of the system to readily accommodate technology insertion (both hardware and software), Cyber Security, and facilitate the insertion of alternative or reusable modular system elements.

c) **Life Cycle Management of Open Systems** - The Offeror shall describe its strategy for reducing software and associated supportability costs in support of hardware technical insertions, operating system updates, cyber security updates and software enhancements.
The Offeror shall provide a draft Open Systems Management Plan IAW CDRL A001 as Appendix E.

6) **Subfactor 6: Quality Assurance**

The Offeror shall describe in the technical proposal its proposed Quality Assurance technical approach and processes to be employed in performing this contract. Specifically, the Offeror shall address the requirements of Section C 4.1.4. In addition, the Offeror shall:

a) Describe the methods, procedures, and controls used to ensure the delivery of a high quality Navy ECDIS SW product

b) Provide a description of how Quality Assurance personnel are integrated into the overall organization as well as into the software design process

c) Describe the tools employed to verify process controls are in place and are being used to ensure product quality during development, inspection, and testing

d) Identify methods to document, track and report deficiencies and preventive/corrective actions

The Offeror shall provide a draft Quality Assurance Program Plan IAW CDRL A003 as Appendix F.

7) **Subfactor 7: Configuration Management (CM)**

The Offeror shall describe in the technical proposal its proposed CM approach and processes to be employed in performing this contract and specifically the requirements of Section C 4.1.5.

a) The Offeror shall describe the methods, procedures, and controls used to effectively identify, control, account and audit the Navy ECDIS SW.

b) The Offeror shall address the Request for Variance process, and how this will be implemented through its CM Program

c) The Offeror shall describe its experience implementing CM programs on a previous program of similar complexity and provide examples of how it has successfully initiated CM

The Offeror shall provide a draft Software Configuration Management Plan IAW CDRL A004 as Appendix G.
L.4.3 VOLUME III – PAST PERFORMANCE (FACTOR 2)

NO COST INFORMATION SHALL BE SUBMITTED IN ANY VOLUME OTHER THAN VOLUMES I AND IV

(1) CROSS REFERENCE MATRIX - See Section L.3.2 for instructions.
(2) GLOSSARY OF ABBREVIATIONS AND ACRONYMS - See Section L.3.3 for instructions.
(3) PAST PERFORMANCE

The Offeror shall submit a description of three (3) to five (5) prime contracts or major subcontracts received, or in performance, during the past three (3) years which are the most relevant to the effort required by this Solicitation. Past Performance descriptions shall include the following information in the following format:

1. Identify in specific detail for each contract listed, why or how you consider that effort relevant or similar to the effort required by this Solicitation.
2. Your (and/or your subcontractor's) CAGE and DUNS numbers
3. Government or commercial contracting activity, address, and telephone number
4. Procuring Contracting Officer's (PCO's) name and telephone number
5. Government or commercial contracting activity technical representative, or Contracting Officer Representative (COR); and telephone numbers
6. Government or commercial contract administration activity, and the name and telephone number of the Administrative Contracting Officer (ACO)
7. Contract number
8. Contract Title and short description of the requirement
9. Contract award date
10. Contract type
11. Awarded price/cost
12. Final, or projected final, price/cost
13. Original delivery schedule
14. Final or projected final, delivery schedule
15. Description of your performance to date, including corrective actions taken, in the following areas: cost, delivery, and technical
16. A narrative explanation on each previous contract listed describing the objectives achieved and any cost growth or schedule delays encountered. For any Government contracts that did not/do not meet original requirements with regard to cost, schedule, or technical performance, a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. The Offeror shall also provide a copy of any cure notices or show cause letters received on each previous contract listed and a description of any corrective action by the Offeror or proposed subcontractor.

The Offeror shall also provide information for any and all contracts it has had terminated in whole or in part, for default during the past 10 years, to include those currently in the process of such termination. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, such Offeror shall discuss in detail
the role performed by such persons in the prior contracts cited.
For large, multi-function firms, past performance shall only reference the work done by the segment
of the firm (division, group, unit), not the firm in general.

In addition, the Offeror shall address, if applicable, the following:
1. what internal corporate bodies/divisions will accomplish which portions of the effort,
2. whether or not those divisions were responsible for performance under the previous contracts
cited for the instant proposal, and
3. if those divisions have relocated since the accomplishment of previous cited contract efforts, a
description of any changes arising from that relocation in terms of key personnel, processes,
facilities and equipment.

Offerors shall include in their proposal the written consent of their proposed significant
subcontractors to allow the Government to discuss the subcontractor's past performance assessment
with the Offeror during discussions/clarifications as necessary.

Note: Offerors are reminded that both independent data and data provided by Offerors in their
proposals may be used to assess Offeror past performance. Since the Government may not
necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offeror to
explain the relevance of the data provided. The Government does not assume the duty to search for
data to cure problems it finds in proposals. The burden of providing thorough and complete past
performance source data remains with the Offerors. Proposals that do not contain the information
requested by this paragraph risk rejection or high performance risk assessment by the Government.
The Offeror provided information will be evaluated, as well as data from other sources both in and
outside the Government, regarding an Offeror’s (or the Offeror’s proposed subcontractor’s) past
performance. The Government intends to review Federal Past Performance Information Retrieval
System (PPIRS) ratings and other existing performance ratings on relevant contracts. The
Government reserves the right to verify statements and representations made in an Offeror’s
proposal.

Contractor’s Past Performance Questionnaire Form (Attachment J-12): The Offeror shall request
Contractor’s Past Performance Questionnaires to be completed for each described contract no later than
the proposal due date. The questionnaires will be submitted directly to the PCO’s representative. The
questionnaire returned should represent a consolidated response. Questionnaires should prescribe to
the following format requirements of Attachment J-12 and should be submitted via E-Mail where
possible with a copy to:
E-Mail: matthew.hedrick1@navy.mil, with CC: simone.brightmon@navy.mil

If E-Mail submissions are not possible, copies should be sent to:

Commander, Naval Sea Systems Command
ATTN: Mr. Matthew Hedrick, SEA 02522H
1333 Isaac Hull Avenue SE Stop 2050
Washington Navy Yard, DC, 20376-2050
L.4.4 VOLUME IV – COST/PRICE PROPOSAL (FACTOR 3)

The Cost/Price Proposal Volume shall have an unlimited page count. It is imperative that all electronic copies of this Volume contain functioning, visible, spreadsheet formulas. Failure to comply with this requirement may render the proposal non-compliant. NO COST OR PRICING INFORMATION IS TO BE PRESENTED IN VOLUMES II or III.

Electronic Cost/Price Volume must be in MS Excel format. All MS Excel files must have formulas clearly evident, editable, and functioning. MS Excel spreadsheets must be linked to other cells within the same workbook or worksheet (e.g., direct labor = hours x direct labor rate). Simple, hard-coding of numbers is not acceptable. Cells may not be linked to cells in other workbooks (i.e., separate files).

The Cost and Price Summaries provided in Volume IV must not conflict with the data submitted in the Section B schedules. In the event of a discrepancy, prices found in the filled-out Section B shall be utilized for award. Each section and subsection shall be titled and tabbed for easy identification. The Cost /Price Volume shall be organized in the following manner:

<table>
<thead>
<tr>
<th>Page No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>Title Page</td>
</tr>
<tr>
<td>ii</td>
<td>Table of Contents</td>
</tr>
<tr>
<td>iii</td>
<td>List of Figures</td>
</tr>
<tr>
<td>iv</td>
<td>List of Tables</td>
</tr>
<tr>
<td>v</td>
<td>List of Appendices</td>
</tr>
<tr>
<td>vi</td>
<td>Glossary Of Abbreviations And Acronyms</td>
</tr>
</tbody>
</table>

1.0 SUMMARY COST DATA

Section 1.1 Cost and Fee Summary Table
Section 1.2 Proposed Direct and Indirect Rate Substantiation and Analysis
Section 1.3 Other Information

2.0 SUPPORTING COST DATA

Section 2.1 Cost and Price Summaries
Section 2.2 Supporting Cost and Price Data
Section 2.3 Use of Existing Government Property

3.0 FIRM FIXED PRICE CLIN PRICING

Enumerated below is a brief outline of the minimum requirements for each chapter and section.

For all cost type CLINs the Offeror shall provide the information required in 1.0 and 2.0

1.0 Summary Cost Data

Section 1.1 Cost and Fee Summary Table

Cost Spreadsheet Requirements - Solicitation Attachment J-11 contains seven (7) summary spreadsheets. The Offeror shall utilize the general format identified in Solicitation Attachment J-11 (Summary Matrix worksheet) for all worksheets. Instructions for populating these are as follows:
a. CLIN Summary by FY (Worksheet 2a)

The Offeror shall summarize its proposed costs using the format in Attachment J-11, Worksheet 2a for each specified CLIN.

b. CLIN Breakout (Worksheet 2b)

The Offeror shall list its proposed costs using the format in Solicitation Attachment J-11, Worksheet 2b for each specified CLIN. The cost summaries shall show the proposed direct labor hours and costs (by labor category), all indirect costs, unburdened direct material (i.e., subcontractor costs), the Offeror’s subcontractor pass through costs, and fee by CLIN. Formulas shall be maintained in the Excel sheet so the Government may verify proper application of rates and calculation of costs. All rates must be linked to a single source (Solicitation Attachment J-11, Worksheet 2f) so that an adjustment of the rates stated in the source worksheet 2f will automatically result in an adjustment to all the cost summaries.

c. Cost Breakout by Calendar Year (Worksheet 2c)

The Offeror shall list its proposed costs using the format in Solicitation Attachment J-11, Worksheet 2c for each calendar Year. The cost summaries shall show the proposed direct labor hours and costs (by labor category), all indirect costs, unburdened direct material (i.e., subcontractor costs), the Offeror’s subcontractor pass through costs, and fee by calendar year. Formulas shall be maintained in the Excel sheet so the Government may verify proper application of rates and calculation of costs. All rates must be linked to a single source (Solicitation Attachment J-11, Worksheet 2f) so that an adjustment of the rates stated in the source worksheet 2f will automatically result in an adjustment to all the cost summaries.

d. Engineering Services (Worksheet 2d)

The Offeror must show how the proposed costs for each Government-defined labor category are calculated using its unique labor categories using the format in Solicitation Attachment J-11, Worksheet 2d. These labor categories must be directly traceable to the Offeror’s Forward Pricing Rate Agreement (FPRA) or other substantiating data (see paragraph f). This calculation must also include the total proposed subcontractor costs and hours.

e. Cost by Work Breakdown Structure (WBS) (Worksheet 2e)

The Offeror shall provide costs for each specified CLIN by Work Breakdown Structure (WBS) to the third level using the format in Solicitation Attachment J-11, Worksheet 2e.

f. Rates Summary (Worksheet 2f)

The Offeror shall provide a summary of its unique cost elements, including direct labor rates and indirect rates by calendar year. Rates summarized in Worksheet 2d shall be substantiated (see Section 1.2 Proposed Direct and Indirect Rate Substantiation and Analysis). Offerors shall provide FPRA if available and applicable. Offerors shall round direct labor rates ($) to two (2) decimals to the right of the decimal point (hundredths position). Offerors shall round ratios and factors to no more than five (5) decimal places to the right of the decimal point (billionths position).

g. Bill of Material (BOM) (Worksheet 2g)

Material costs associated with CLIN 0001 shall be fully supported with applicable quotes, purchase orders, detailed estimates, or other supporting documentation to support the BOEs. At a
minimum, quotes shall include the type of quote (e.g. fixed price, cost reimbursement, etc.). Ensure recent quotes are specific to this contract.

h. Subcontractor requirements

Offerors are required to submit Worksheets 2b-2e, as applicable, for cost-type subcontracts that exceed $750K or make up ten (10%) percent or more of the proposal value. Any subcontractor worksheets shall be submitted to the Government using the instructions detailed above. As subcontractor pricing information may be considered proprietary data, the subcontractor(s) may submit the data (hard copy and electronic) under separate correspondence. It is critical to note the subcontractor’s data is part of the Offeror’s complete proposal, and as such, the Offeror will be held responsible for its timely delivery. The Offeror’s entire proposal will be considered late if subcontractor data is not received by the stated deadline.

Cost Summary Requirements for CLINs

Offerors may propose up to the maximum fee percentage identified under Section B. Before applying any profit or fee factors, Offerors shall exclude any Facilities Capital Cost of Money (FCCM) included in the proposed cost amounts. If the prospective contractor fails to identify or propose FCCM, FCCM will not be an allowable cost in any resulting contract (see FAR 15.408(i)).

Section 1.2 Proposed Direct and Indirect Rate Substantiation and Analysis

The agency has already determined that certain types of information are necessary for its review, so each offeror must provide substantially all of the following information to be eligible for award:

1. Current Named Individual Direct Rate Supporting Documentation: Offerors or major cost reimbursement subcontractors shall provide a screen-capture (or equivalent) from the employer’s payroll system for each current employee, Key and non-Key, named in the Offeror's CWBS. The Offeror shall fully explain all pertinent data on a sample screen capture. The Government must be able to derive the individual’s direct rate (both inclusive and exclusive of the impact of uncompensated overtime, if proposed) from the screen capture information provided by the Offeror.

2. Contingent Hire Direct Labor Rate Supporting Documentation: Offerors or major cost reimbursement subcontractors shall clearly indicate named contingent hires, Key and non-Key, on its CWBS and Attachment J-11. The company intending to hire a contingent hire shall provide a signed contingent hiring agreement that explicitly lists the agreed upon annual salary for the named individual and the amount of uncompensated work required.

3. Unnamed Direct Labor Rate Supporting Documentation: For any proposed labor category direct labor rates that are unsupported by either a screen-capture or a contingent hiring agreement, such as “To Be Determined” positions, the Offeror or its major cost reimbursement subcontractors shall provide the current, company-wide highest, lowest, and average direct labor rate actuals for the applicable labor category.

4. Uncompensated Overtime Supporting Documentation: If any offeror or major cost reimbursement subcontractor proposes uncompensated overtime or direct labor rates decremented for the impact of uncompensated overtime, it shall substantiate the cost reductions associated with its proposed use of uncompensated effort. This shall include a copy of the company’s policy on uncompensated time and some form of historical data to demonstrate that the proposed level of uncompensated overtime is realistic. Such historical data might include the company’s historical average annual level of uncompensated overtime from preceding years and/or historical data demonstrating that the company’s proposed decremented rates are equal to or greater than historical actual incurred decremented direct labor rates for corresponding labor categories from preceding years, after adjusting them for annual escalation. In accordance with FAR 52.237-10 Identification of
Uncompensated Overtime, if uncompensated time is included in the offer or any of the supporting cost data, the uncompensated time should be clearly identified with an explanation as to why it is needed.

5. Other direct labor rate information: Detail any union agreements that control labor rates. Identify wage rate forecasting assumptions, including escalation, and provide the basis for such escalation.

6. Indirect Rate Supporting Rate Documentation: Offerors shall provide five years of actual, incurred rates for each proposed indirect and G&A pool, indicating the beginning and end dates for each fiscal year. Offerors shall provide this data for itself and shall ensure that the Government receives this information for any major cost-reimbursable subcontractors. NOTE: If a contractor does not have five years worth of actual, incurred indirect data for any particular proposed indirect rate, it must provide the required information dating from the origin of the company.

7. FPRA Information: The Offeror shall provide a list of all Forward Pricing Rate Agreements the offeror or its major cost-reimbursable subcontractors have entered into with the Defense Contract Management Agency that apply to any of the major cost elements they propose or a statement that none apply to the proposal. This list should include contact information for the DCMA office that executed the agreement. The Offeror shall include any Forward Pricing Rate Agreements (FPRAs) in support of labor and indirect rates. If no FPRA is available, but the Offeror has Forward Pricing Rate Recommendations from DCMA, the Offeror shall provide Forward Price Rate Recommendations (FPRR). NOTE: Offerors shall not rely on any Forward Pricing Rate Proposals to provide any form of cost realism substantiation.

8. If known, any differences between the DCAA-recommended rates and those proposed should be isolated and discussed. In addition, any new or changed direct cost allocation rates (e.g., direct labor) or planned revisions to cost accounting disclosures shall be fully explained. The Offeror shall describe the extent to which these revised rates are projected to benefit performance of the efforts contained in this solicitation.

9. FCCM: Offerors shall submit form CASB-CMF if proposing Facility Capital Cost of Money (FCCM) and show the calculation of the proposed amount.

Section 1.3 Other Information

The Offeror shall provide:

1. Substantiation of Government approval of the Offeror’s accounting system and date of approval;

2. Substantiation of Government approval of the Offeror’s purchasing system and date of approval;

3. Substantiation of Government determination of adequacy on the Offeror's disclosure statement and date (if required) pursuant to FAR 30.202;

4. Address, telephone number (including area code), and point of contact of the cognizant ACO at the cognizant Defense Contract Management Agency (DCMA) office for the Offeror and major subcontractor(s) (DFARs 252.209-7009);

5. Address, telephone number (including area code), and point of contact of the cognizant Defense Contract Audit Agency (DCAA) office for the Offeror and major subcontractor(s) (DFARs 252.209-7009);

6. CAGE Code for the Offeror and major subcontractor(s) (DFARs 252.209-7009);
7. Contractor Establishment Code (CEC) for the Offeror and major subcontractor(s) (DFARs 252.209-7009);

8. Contractor’s and major subcontractor(s) DODAAC;

9. In accordance with DFARS 252.234-7003, included in Section I of the RFP, Offerors shall submit the DD Form 1921, Cost Data Summary Report, and DD Form 1921–1, Functional Cost-Hour Report.

2.0 Supporting Cost Data

In addition to the cost data required in Section 1.0, the Government requires supporting cost data, which shall be organized as described below. Each section shall be titled and tabbed for easy identification. The Offeror shall provide information, and supporting explanations and rationale, in an orderly, organized, and easy-to-follow format.

Section 2.1 Cost or Price Summaries

The Offeror shall submit its Cost or Price summaries using the format found in Attachment J-11 as a part of Section 1.1. An electronic Excel sheet shall be submitted as part of its electronic proposal. Do not convert spreadsheets to another format.

Formulas shall be maintained in the Excel sheet so that the Government may verify proper application of rates and calculation of costs. All rates must be linked to a single worksheet so that an adjustment of the rates stated in the source worksheet will automatically result in an adjustment to all the cost summaries.

As part of this section, the Offeror shall summarize for all CLINs:

1. A description of the work scope to be performed.

2. Detailed estimating documentation on how the estimate was developed including source data used:
   a) Proposed labor hours per unique labor categories. The Offeror shall submit its Price and Cost summaries in accordance with the Contractor’s accounting structure.
   b) Direct labor costs shall be provided separately by labor category per calendar year or per fiscal year (depending on the structure of its Forward Pricing Rate Agreement (FPRA)/Forward Pricing Rate Recommendation (FPRR)). The Offeror shall provide a copy of its most recent FPRA or FPRR. The Offeror shall also provide historical rate information for the last five years.
   c) All indirect costs as distinct and separate cost pools (e.g., fringe, overhead, G&A, Subcontractor pass through, cost of money) and demonstrate how its costs are calculated (e.g., hours* labor category rate = that labor category costs). Offerors shall provide 5 years of historical data for all indirect rates.
   d) The Offeror shall provide the subcontractor price proposal for subcontracts $750k and greater or that make up 10% of the proposal value, as well as the following information:
      • Subcontractor’s name, address, and place of performance,
      • A description of the supplies and services to be subcontracted,
      • Anticipated subcontract value,
      • Subcontract type (e.g., CPFF, CPIF),
      • DCAA/DCMA Points of Contact (POCs).
      • Subcontractor pass through (if there are multiple pass through charges, show as distinct and separate costs)
   e) Facilities Capital Cost of Money (FCCM), if proposed must be included. A DD Form 1861 shall be submitted in support of any FCCM proposed. If FCCM is not proposed,
such costs shall be unallowable under any resulting contract, which shall include FAR Clause 52.215-17

f) Fee: The Offeror shall identify the Cost Plus Incentive Fee (CPIF) and Cost Plus Fixed Fee (CPFF) CLINs upon which its offer is based for each priced CLIN. This information shall not conflict with the fill-ins submitted in Section B of the offer.

3. CPFF Level of Effort (LOE) Maintenance Builds and Engineering Services: (CLINs 0002, 1001, and 2001) the Offeror shall provide the labor mix for Engineering Services in the following format:

<table>
<thead>
<tr>
<th>Program Management</th>
<th>Administrative</th>
<th>Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage of Total</td>
<td>15%</td>
<td>15%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Overall Labor Mix by Seniority Grade Per CLIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Junior Staff</td>
</tr>
<tr>
<td>Percentage of Total</td>
</tr>
</tbody>
</table>

The criteria for staff members are outlined below:

Junior Staff: 0 to 4 years of experience in a related field
Mid-Level Staff: Bachelor's degree from an accredited institution, over 4 year to 10 years of experience in a related field
Senior Staff: Bachelor's degree from an accredited institution, 10+ years of experience in a related field including three years or more supervisory experience.

4. COST type CLINs 0003, 1002, and 2002, the Offeror shall propose the Government specified Estimated Cost only amount of $70,000 per CLIN, for a total amount of $210,000.

Section 2.2 Supporting Cost and Pricing Data

Offerors shall provide supporting cost/price documentation (e.g., proposal or quote) from the required sources, as well as the vendor’s name, address, and place of performance. Offerors may arrange for proprietary or business sensitive information to be submitted directly to the PCO as an individually wrapped submittal and indicated as an attachment to the prime's submittal. Any cost/price data provided separately by an Offeror’s Subcontractor(s) must be received by the time and date specified for receipt of proposals.

Section 2.3 Use of Existing Government Property

The Offeror shall state whether it and/or its anticipated subcontractors propose to use existing Government Property in the performance of work under this Solicitation and resulting contract.

Any Offeror proposing to use existing Government property in the performance of work under this Solicitation or its resulting contract shall include in this Volume:

a. A list or description of all Government Property that the Offeror or its subcontractors propose to use on a rent-free basis. This list shall include property offered for use in this solicitation, as well as property already in possession of the Offeror and its subcontractors that is intended for use during performance.
b. Identification of the facilities contract or other instrument under which property already in possession of the Offeror and its subcontractors is held, and the written permission for its use from the Contracting Officer having cognizance of the property.

c. The dates during which the property will be needed 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 of the rent in accordance with FAR 52.245-9.

d. The amount of rent that would be otherwise be charged in accordance with FAR 52.245-9, “USE AND CHARGES”. The Government reserves the right to arrive at and use a different rental equivalent factor than that which an Offeror is required to submit. Be advised, the contractor shall be responsible for all costs related to making the property available for use, such as payment of all transportation, installation or rehabilitation costs. However, the Offeror shall not include in its cost/price proposal any such rental amount computed pursuant thereto.

The Offeror shall use the voluntary consensus standard or industry leading practices and standards to be used in the management of Government property, or existing property management plans, methods, practices, or procedures for accounting for property.

3.0 Firm Fixed Price (FFP) CLIN Pricing

It is the Government’s desire that all noncommercial Technical Data (TD), Computer Software (CS), and Computer Software Documentation (CSD) be delivered with at least Government Purpose Rights (GPR). If such noncommercial TD, CS or CSD contains elements generated previously with the Offeror’s own capital, it is the Government’s desire that the TD, CS, CSD be delivered with a minimum of GPR (as defined in DFARS 252.227-7013 and DFARS 252.227-7014). If the Offeror proposes to deliver commercial TD, CS or CSD, it is the Government’s desire to obtain a license to the commercial TD, CS or CSD that would grant the Government the equivalent of GPR. The Data Rights offered (Attachment J-8) shall be provided in Volume II and will be attached to the successful Offeror’s award.

For FFP CLIN 1003 where less than GPR are being provided to the Government, the Offeror shall provide the price of buy-out options for GPR for those rights which the Offeror is willing to sell, and/or all software licensing costs in support of all ship and shore installations.
Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5  Evaluation Of Options  JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

HQ M-2-0001 BASIS OF AWARD (NAVSEA) (SEP 1990)

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.

HQ M-2-0006 EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

HQ M-2-0015 SOFTWARE DEVELOPMENT EVALUATION FACTORS FOR AWARD (NAVSEA) (DEC 2006)

Factor 1, Subfactor 3 - Software development approach

Description: The Government will evaluate the offeror's proposed software development approach for the system to be developed to ensure that the offeror understands the software development requirements of the solicitation and for compliance with the minimum content requirements stated in Section C.

Factor 1, Subfactor 3 - Software development experience

Description: The Government will evaluate offeror's relevant previous experience in developing software of similar size and complexity as that being acquired with this solicitation.

Factor 1, Subfactor 3 - Software development process experience

Description: The Government will evaluate the offeror's previous relevant experience in developing software using the same or similar approach as proposed for this solicitation. The results of any relevant standard model-based process maturity appraisals performed within 24 months prior to proposal submission, and the use of proposed staff experienced in using these processes will be part of the evaluation criteria.

HQ M-2-0016 USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM – STATISTICAL REPORTING (PPIRS-SR) IN PAST PERFORMANCE EVALUATION (NAVSEA) (SEP 2009)
(a) Each offeror’s past performance shall be evaluated in accordance with FAR 13.106-2 or 15.305(a)(2), as applicable. The Department of Defense (DOD) has authorized use of PPIRS-SR for use by DOD activities during the acquisition of supplies and services. For purposes of this solicitation, contractor past performance will be based on data from PPIRS-SR. The offeror’s quality and delivery classifications from PPIRS-SR will be used in conjunction with the offeror’s references, the criteria in FAR 13.106-2 or 15.305(a)(2), as applicable, and other provisions of this solicitation.

(b) The purpose of PPIRS-SR is to provide source selection officials with quantifiable past performance information regarding delivery and quality. This information is collected from existing DOD reporting systems during the source selection process.

(c) Quality: PPIRS-SR collects quantifiable quality data from existing systems and uses that data to classify supplier performance by Federal Supply code or Federal Services Code (FSA group). Based on comparisons among suppliers in a specific FSC group, PPIRS-SR sorts suppliers into color ratings representing the supplier’s overall quality performance based on the following indices:

<table>
<thead>
<tr>
<th>Color</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dark Blue</td>
<td>Top 5% of suppliers in FSC group</td>
</tr>
<tr>
<td>Purple</td>
<td>Next 10% of suppliers in FSC group</td>
</tr>
<tr>
<td>Green</td>
<td>Next 70% of suppliers in FSC group</td>
</tr>
<tr>
<td>Yellow</td>
<td>Next 10% of suppliers in FSC group</td>
</tr>
<tr>
<td>Red</td>
<td>Bottom 5% of suppliers in FSC group</td>
</tr>
</tbody>
</table>

(Note: if all supplier ratings for a specific FSC group are equal, all suppliers with that group will be classified green. Suppliers with no history in PPIRS-SR will be displayed without a rating and, for evaluation, receive a neutral rating.)

(d) Delivery: supplier deliver past performance is classified in PPIRS-SR by the supplier’s percentage of on-time deliveries. On-time deliveries are calculated using the number of line items delivered and a weighting factor reflecting the length of time a delivery was overdue.

(e) PPIRS-SR classifications are determined monthly for each supplier and can be reviewed at http://www.ppirs.gov/.

SECTION M
M.1 GENERAL INFORMATION

This section contains specific evaluation factors for award of a contract pursuant to this Solicitation. A contract will be awarded to the responsible Offeror whose proposal is determined by the Government to offer the Best Value after evaluation in accordance with the factors and subfactors in the Solicitation. Such offer may not necessarily be the proposal offering the lowest cost or receiving the highest technical rating. Award will be made only to an Offeror whose proposal is determined to be technically acceptable and for which the supply chain risk assessment concludes the contractor and its team do not pose a risk to national security. Offerors are advised that a rating of “Unacceptable” in any single evaluation factor, will result in the proposal being rated technically unacceptable overall. “Factors” shall include all of those evaluation factors and subfactors which are described in this Section M. Offerors are advised that the Government will not evaluate any proposal information not contained within the body of the proposal. Letters of transmittal and/or cover letters that forward the proposal to the Government are not considered part of the body of the proposal.

Offerors are advised that the Government intends to make an award on the basis of initial proposals without conducting discussions with Offerors, but reserves the right to conduct discussions if determined by the Contracting
Officer to be necessary (see paragraph (f) (4) of FAR 52.215-1). Therefore, each initial offer should contain the Offeror’s best terms from a price and technical standpoint. Statements and representations made in the Offeror’s proposal may be subject to verification by DCAA, DCMA, or otherwise, or through an onsite survey by Government evaluators. The Government will evaluate each Offeror’s understanding of the Navy’s requirements and their ability to perform the work on the basis of its proposal and the evaluation criteria. It is the Offeror’s responsibility to provide information and evidence that clearly demonstrates its ability to satisfactorily perform the contract requirements in accordance with the factors listed below. All information submitted as part of the proposal will be used to evaluate the Offeror’s capability to perform and their understanding of the contract requirements. The Government also reserves the right to change any of the terms and conditions of this RFP by amendment at any time prior to contract award and to allow Offerors to revise their offers accordingly as authorized by FAR 15.306.

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

Evaluation of options will not obligate the Government to exercise the option(s).

The Government will not entertain any proposed revisions to the terms and conditions contained in this Solicitation submitted as part of the Offeror’s proposal, including any attachment/exhibit referenced therein. Therefore, any offer that includes “redlines,” condition(s) of offer, or any other deviation from the requirements of the Solicitation may be rejected by the Government as non-compliant.

Offerors are advised that the Government reserves the right to conduct site visits and/or a pre-award survey prior to award to any prospective Offeror.

Offerors are advised that proposals that include Cost and/or Price information in the Technical and Past Performance Volumes (Volumes II and III, respectively) may result in the proposal being found to not comply with terms of the solicitation and as not being eligible for award.

The successful Offeror must have been granted a SECRET facility security clearance by the Defense Security Service prior to the date of award. Any firm lacking the requisite security clearance and intending to respond to this procurement shall, within fourteen (14) days of issuance of this Solicitation, request initiation of such clearance action in writing from the Naval Sea Systems Command, Code: SEA 00P, 1333 Isaac Hull Avenue SE, Washington Navy Yard DC 20376. Appropriate clearance action in accordance with established procedures will be initiated by the Naval Sea Systems Command, but the Naval Sea Systems Command does not represent that such action can be completed and clearance granted prior award.

The Government will conduct a Supply Chain Risk Assessment (SCRA) of the apparent awardee prime contractor and apparent awardee identified team-members, including subcontractors. All information found during the SCRA may be used in the Government’s assessment including, but not limited to, any threat information or cyber incidents, as defined in National Security Presidential Directive (NSPD-54)/Homeland Security Presidential Directive (HSPD-23). Any SCRA which determines the prime contractor or any team-member, including subcontractor, presents a risk to national security will render the entire proposal unawardable. If the apparent awardee is found unawardable, the Government will conduct a SCRA of the next in-line apparent awardee prime contractor and all of its identified team-members, including subcontractors. Offerors other than the apparent awardee and its team-members, including subcontractors, will not have a SCRA conducted.

Proposals that do not include all the information and materials prescribed in Section L, above, may be disqualified from consideration for award upon receipt without further review by the Government.

M.2. EVALUATION FACTORS
The Government’s evaluation of proposals will be based on the Factors listed below and described in Section L of this Solicitation.

FACTORS AND SUBFACTORS

Factor 1 – Technical Approach (Volume II)

- Subfactor 1, Data Rights, Software Rights and Patent Rights
- Subfactor 2, Software Development Plan
- Subfactor 3, Management Approach
- Subfactor 4, Human Systems Integration
- Subfactor 5, Open System Architecture
- Subfactor 6, Quality Assurance
- Subfactor 7, Configuration Management

Factor 2 – Past Performance (Volume III)

Factor 3 – Cost/Price (Volume IV)

M.2.1 RELATIVE IMPORTANCE OF FACTORS AND SUBFACTORS

In the Government’s evaluation of competing proposals, Factor 1, Technical Approach is significantly more important than Factors 2 and 3 combined. As competing proposals approach equality for Factor 1 then Factor 3, Cost/Price, will become significantly more important. Factor 2, Past Performance, is the least important Factor. All evaluation factors other than cost or price, when combined, are Significantly more important than cost or price;

Factor 1 – Technical Approach (Volume II)

Within Factor 1, Technical Approach, the Offeror will be evaluated on seven (7) individual Subfactors. The relative order of importance for the seven (7) Technical Approach Subfactors is as follows:

- Subfactors 1 through 4 are approximately of equal importance and are more important than Subfactors 5 through 7
- Subfactors 5, 6, and 7 are approximately of equal importance

Factor 2 - Past Performance (Volume III)

Factor 3 – Cost/Price (Volume IV)

EVALUATION OF FACTORS OTHER THAN COST/PRICE

Factor 1: Technical Approach (Volume II) – The Government will evaluate the Offeror’s ability to perform the requirements of the contract in the following areas:

There are seven (7) Subfactors which comprise the Technical Approach evaluation criteria:

1) Subfactor 1: Data Rights, Software Rights, and Patent Rights

The Government will evaluate Data, Software, and Patent Rights using information in the proposal to assess the extent to which the rights in Technical Data (TD), Computer Software (CS), Computer Software Documentation (CSD), and inventions/patents offered to the Government ensure unimpeded, innovative, and cost effective production, operation, maintenance, and upgrade of the Navy ECDIS SW throughout its life cycle and allow for the open and competitive procurement of Navy ECDIS SW enhancements; and permit the transfer of the Navy ECDIS SW source code, object code, and executable code to other contractors for use on other systems or platforms. Offerors that provide GPR to the Government will receive a more favorable
evaluation. Proposals will not be rated as UNACCEPTABLE on this Subfactor solely because an Offeror does not offer GPR. However, ratings on this subfactor for proposals to deliver TD, CSD, or SW with less than the minimum rights specified for the Government by applicable statute (10 U.S.C. 2320) and regulation (DFARS 252.227-7013, 252.227-7014, and 252.227-7015) may be negatively impacted. For noncommercial acquisitions, these rights include: Unlimited Rights in TD (as specified in DFARS 252.227-7013(b)(1)) and CS and CSD (as specified in DFARS 252.227-7014(b)(1)); Limited Rights in TD (as specified in DFARS 252.227-7013(b)(3)); and Restricted Rights in CS (as specified in DFARS 252.227-7014(b)(3)). The minimum rights considered for TD associated with commercial item acquisitions are specified in DFARS 252.227-7015(b)(1). For commercial SW acquisitions, evaluation of the offered rights will assess their consistency with Federal procurement law and satisfaction of Government user needs in accordance with the policy in DFARS 227.7202-1(a).

2) **Subfactor 2: Software Development Plan**

The Government will use the Offeror’s technical proposal and Appendix A, Software Development Plan, to evaluate the Offeror’s approach to manage the development and maintenance support of Navy ECDIS SW. The Government will evaluate:

a) The Offeror’s approach and methods to planning and oversight of all aspects of software development; analyzing software requirements and design; software integration and test; and establishing and maintaining control over the development environment.

b) The Offeror’s approach and method to scheduling and organizing resources; tools for monitoring software development and to address risks, quality assurance, corrective actions and configuration management.

c) The Offeror’s approach and methods to software testing to ensure compliance with the contract and SRD for Navy ECDIS SW.

3) **Subfactor 3: Management Approach**

In evaluating the Management Approach, the Government will use information as documented in the Offeror’s technical proposal, Appendix B, Program Management Plan and Integrated Master Schedule, Appendix C, to assess the Offeror’s approach and processes to ensure all efforts conducted during this contract are planned and executed in a manner that will achieve all management, technical, logistical, cost, and schedule objectives and meet contract delivery dates. The Government will evaluate:

a) The Offeror’s Integrated Master Schedule (IMS)(Appendix C)(CDRL A027) and its demonstration of an executable programmatic schedule in compliance with SOW 4.0.

b) The Offeror’s organizational structure, the assignment of functions and responsibilities as incorporated into Appendix B, PMP.

c) The extent to which the Offeror’s proposed key personnel for Senior Program Manager and Senior Software Programmer have the education, experience, knowledge, and abilities meet the desired minimum qualifications.

d) The Offeror’s management procedures, polices and reporting requirements for the initiation, monitoring, control, completion, test, and verification and reporting of contractual efforts.

e) The Offeror’s subcontracting plan and procedures for managing subcontractors, vendors and suppliers, including any information systems or processes used to ensure subcontractors, vendors and suppliers meet the requirements of the SOW.

f) The Offeror’s discussion of the risks, including dependencies, and mitigation for each identified risk to determine that the Offeror’s risk management processes and risk mitigation strategies satisfy the requirements of this Solicitation. The Government will evaluate the Offeror’s understanding of risk management and the Solicitation requirements based on the identification of causes of possible schedule slips and contingency plans.

4) **Subfactor 4: Human Systems Integration (HSI)**

In evaluating the Offeror’s approach to develop and manage Human System Integration (HSI) requirements, the Government will use information as documented in the technical proposal and Appendix D, Human Systems...
Integration Program Plan (HSIPP). The Government will evaluate the Offeror’s ability to incorporate HSI elements into the software development including:

a) The approach for integration of HSI personnel into the organization and all software design elements affected by HSI
b) The approach by which key HSI performance parameters and attributes are identified and incorporated into the design process
c) The approach by which the Offeror utilizes methods for applying human factors engineering principles, methods, criteria, best practices, and standards to ensure that operators, maintainers, trainers and software support personnel interfaces are designed to improve both human and total system performance
d) The approach by which the Offeror utilized methods and processes by which HSI risks and issues are mitigated and resolved
e) The approach by which the Offeror utilizes methods and processes to analyze Navy manpower, personnel, and training constraints as well as including Navy end users feedback into the HSI design

5) Subfactor 5: Open System Architecture (OSA)
The Government will evaluate the extent to which the Offeror's technical proposal and Appendix E, Open Systems Management Plan (OSMP), incorporates hardware and software open system architecture design requirements. The Offeror’s approach is to be thorough and represent an understanding of the following OSA elements:

a) Modular Open Systems Approach (MOSA)
b) Interface Design and Management
c) Life Cycle Management of Open Systems

6) Subfactor 6: Quality Assurance
The Government will evaluate the Offeror’s approach to manage Quality Assurance of the Navy ECDIS Software using information as documented in the Offeror’s technical proposal and Appendix F, Quality Assurance Program Plan. The Government will evaluate:

a) The Offeror’s approach and how it utilizes methods, procedures, and metrics to control the quality of the software design and to ensure the delivery of a high quality Navy ECDIS SW product
b) The Offeror’s approach to how Quality Assurance personnel are integrated into the overall organization as well as into the software design process
c) The Offeror’s approach and how it employs tools to verify process controls are in place and are being used to ensure product quality during development, inspection, and testing
d) The Offeror’s approach to document, track, and report deficiencies and preventive/corrective actions

7) Subfactor 7: Configuration Management (CM)
In evaluating Configuration Management, the Government will use information as documented in the Offeror’s technical proposal and Appendix G, Software Configuration Management Plan. The Government will assess:

a) The Offeror’s methods, procedures, and controls used to effectively identify, control, account and audit the Navy ECDIS SW
b) The Offeror’s approach to the Request for Variance process, and how this will be implemented through its CM Program
c) The Offeror’s experience in implementing CM programs on previous programs of similar complexity

Factor 2: Past Performance (Volume III)
Past Performance will be evaluated as acceptable or unacceptable. The Government will evaluate the past performance record of the Offeror and proposed major subcontractor(s), if any. The past performance evaluation is an assessment of the Offeror’s probability of meeting the minimum past performance solicitation requirements. This assessment is based on the Offeror’s record of recent and relevant past performance information that pertain to the products and/or services outlined in the solicitation requirements. Specifically, the Government will evaluate the Offeror’s relevant previous experience in performing software development of a similar scope and complexity to the effort described in this solicitation.

The currency and relevancy of the information, source of the information, context of the data, and general trends in the Offeror’s performance will be considered in evaluating past performance. Offerors lacking a relevant past performance record or for whom information on past performance is not available or cannot be determined, shall not be evaluated favorably or unfavorably on past performance.

The Government may contact references submitted by the Offerors and may use information in the Government's files (e.g. Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS)) to verify information provided with the Offeror's proposal, as well as information obtained from other customers known to the Government, consumer protection organizations, and others who may have relevant and useful information. Information may also be considered regarding any significant subcontractors.

M.2.2 RATING DEFINITIONS

The Government’s evaluation of Factor 1, Technical Approach (Volume II) and each technical Subfactor, will be assigned a single adjectival rating in accordance with the following rating system and definitions:

<table>
<thead>
<tr>
<th>Color Rating</th>
<th>Adjectival Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue</td>
<td>Outstanding</td>
<td>Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.</td>
</tr>
<tr>
<td>Purple</td>
<td>Good</td>
<td>Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.</td>
</tr>
<tr>
<td>Green</td>
<td>Acceptable</td>
<td>Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.</td>
</tr>
<tr>
<td>Yellow</td>
<td>Marginal</td>
<td>Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.</td>
</tr>
<tr>
<td>Red</td>
<td>Unacceptable</td>
<td>Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.</td>
</tr>
</tbody>
</table>

Definitions of General Terms in Rating Standards:

**Strengths** – an aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

**Weaknesses** – a flaw in the proposal that increases the risk of unsuccessful contract performance (Per FAR part 15.001).

**Significant Weakness** – a flaw that appreciably increases the risk of unsuccessful contract performance (Per FAR part 15.001).

**Deficiency** - a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level (Per FAR part 15.001).
**Ratings for Past Performance**

The Government’s evaluation of Factor 2, Past Performance (Volume III) shall be made in accordance with the following definitions:

**Acceptable:** Based on the Offeror’s performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror’s performance record is unknown (See note below).

**Unacceptable:** Based on the Offeror’s performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

**Recency,** as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant. Recency, as it pertains to this Solicitation, of past performance is determined to be any prime contracts or major subcontracts received, or in performance, during the past three (3) years (see Section L.4.3)

**Relevancy,** as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance. Relevancy, as it pertains to this Solicitation, of past performance is determined to be any prime contracts or major subcontracts received, or in performance, which are the most relevant to the effort required by this Solicitation (see Section L.4.3).

**NOTE:** In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown (or “neutral”) past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered “acceptable.”

**M.3 COST FACTOR EVALUATION AND TOTAL EVALUATED PRICE (TEP) TO THE GOVERNMENT**

**COST-REIMBURSEMENT CLINs**

For the cost-reimbursement CLINs (CLINs 0001, 0002, 0003, 1001, 1002, 2001, and 2002), the Navy will perform a cost realism analysis of each Offeror’s proposed costs to determine a probable cost of performing those CLINs using the Offeror’s proposed approach. The evaluation will be based on an analysis of the cost realism and completeness of the cost data, as well as the traceability of the proposed costs to the Offeror’s proposed approach, and material balance between the CLINs. Therefore, in addition to generating a probable cost for each cost reimbursement CLIN based on the Offeror’s proposed approach (i.e., the CLIN’s evaluated cost), this cost realism analysis may identify areas of cost realism risk where no substantiating cost realism data supports the proposed costs. Moreover, the Government may use the findings of its cost realism analyses in making its responsibility determinations.

To calculate its evaluated cost for each CLIN (i.e., the probable cost to the Government of the Offeror’s proposed approach for that CLIN), the Government intends to use cost estimates supported by relevant cost realism substantiating data, including, but not limited to: 1) historical substantiating data (e.g., recently-paid payroll screenshots and prior-years’ actual indirect rates); 2) Forward Rate Pricing Agreements (FPRAs), Forward Rate Pricing Recommendations (FPRRs); 3) and contractual rate caps, if proposed. If any of the Offeror’s proposed costs are considered to be unrealistically low based on all available relevant substantiating data, the Government will use higher costs supported by relevant substantiating data in calculating its evaluated cost. If an Offeror does not submit cost realism substantiating data for any cost element, the Government may accept the rates as proposed, but may document increased cost realism risk. Similarly, any inconsistency, whether real or apparent, between promised performance and cost that is not explained in the Section L 1.0 Summary Cost Data and 2.0 Supporting Cost Data
may lead the Government to infer either a lack of understanding of the requirements, increased risk of performance, and/or lack of credibility on the part of the Offeror. Any of these adverse inferences may result in: 1) a Government determination that the proposal is unacceptable or 2) assignment of one or more weaknesses in the non-cost/price factors. In sum, the burden of proof for cost credibility and realism rests with the Offeror; therefore, Offerors are cautioned to ensure that their proposed costs are easily traceable between the Cost Summary worksheets, all substantiating rate data, and the staffing proposed in the CWBS.

NOTE: Without the Offeror providing the underlying substantiating data associated with any Forward Pricing Rate Proposals (FPRPs) in its proposal to this Solicitation, the Government will not consider an Offeror’s FPRPs to be relevant cost realism substantiating data. Offerors are cautioned not to rely on these submissions, which lack meaningful Government review, as sufficient to demonstrate the realism of their proposed rates.

Additionally, Offerors should note that the fundamental purpose of a cost realism analysis is to guard the agency against unsupported claims of cost savings by determining whether the costs as proposed represent what the Government realistically expects to pay for the proposed effort. Therefore, the Government will closely evaluate whether and to what degree each Offeror’s proposed costs are unrealistically low. In a competitive environment, the Government will not evaluate whether proposed cost elements are unrealistically high. It is the Offerors’ sole responsibility to demonstrate that their respective proposed costs are realistic by substantiating them with actual incurred data, reasonably reliable analysis, or are demonstrating that particular cost element is fixed or capped by contract.

The Navy reserves the right to consider reasonable and realistic substantiating data from any other sources. Such sources include, but are not limited to: historical performance data from NAVSEA contracts, information from DCAA, and information from DCMA. If Offerors are aware of any contradictory cost data, particularly recent audits or performance data that indicate higher costs than their proposed costs, Offerors should explain why the substantiating data they provide is a more realistic estimate of the costs they would incur during performance than the contradictory data. Nevertheless, the Government is under no obligation to identify and use any cost realism data other than that provided by the Offeror, including any it already possesses. Offerors bear the entire responsibility of submitting sufficient cost realism substantiating data to support its proposed costs.

If Offerors proposed costs are unrealistically low the Government may make upward cost adjustments for evaluation purposes only and award will be made at proposed costs and fees of the successful Offeror.

**FFP CLIN**

The Government will not perform a cost realism or price realism analysis for the FFP CLIN (CLIN 1003). The Government will evaluate this FFP CLIN for price reasonableness and to determine if the price proposed is materially unbalance.

**M.3.1 COST/PRICE (FACTOR 3)**

The Government will evaluate the Offeror’s cost/price (Volume IV) for completeness and reasonableness. An Offeror’s technical proposal may be deemed unacceptable if, in the judgment of the Government, the cost proposal does not accurately reflect the Offeror’s proposed effort to meeting the requirements of the Solicitation, thereby indicating that the Offeror does not understand the scope of the technical requirements. Furthermore, in accordance with FAR 52.215-1, the Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more CLINs is significantly overstated or understated as indicated by the application of cost or price analysis techniques.

In evaluating offers, the Government will use a TEP. Offerors are advised that, in the event supporting cost/price information provided in response to Section L, differs from cost/price information provided in Section B of Volume I – Offer/Administration Set, the greater cost/price will be used in developing the TEP.

The Government will consider an Offeror’s cost/prices for each CLIN and the TEP for each Offeror. In determining
the TEP, the Government will calculate evaluated cost/prices using a predetermined formula. The Government evaluated cost for CLINs 0001 through 0003, 1001 through 1003, 2001, 2002, and any applicable Rent Free Use Adjustment will be included in the TEP. CLIN 0004 DATA is Not Separately Priced (NSP and will not be evaluated as a part of the TEP. Costs for the Data CLIN will be included in and evaluated as part of the requiring CLINs.

The TEP will be calculated as follows:

(1) Total Evaluated Cost to the Government for Navy ECDIS SW Production Build 1.0 (CLIN 0001) + $  
(2) Total Evaluated Cost to the Government for Engineering Services (CLINs 0002, 1001, 2001) + $  
(3) Total Evaluated Cost to the Government for Travel and Other Direct Costs (CLINs 0003, 1002, 2002) + $ 210,000  
(4) Total Evaluated Cost to the Government for Rent Free Use Adjustment + $  
(5) Total Evaluated Price to the Government for Data Rights (CLIN 1003) + $  
TOTAL EVALUATED PRICE (TEP) = $  

(1) The total evaluated cost to the Government for Navy ECDIS SW Production Build 1.0 is determined to be the evaluated Cost Plus Incentive Fee (CPIF) for contract line item (CLIN) 0001. For CLIN 0001, a detailed review of each Offeror’s cost/pricing proposal will be made to assess and evaluate the realism of the Offeror’s proposed costs. The Government will evaluate the realism of these target costs by considering the Offeror's proposed labor hours, labor rates, material costs, burden rates and other costs in light of data available to the Contracting Officer, including the relationship of such proposed labor hours and costs to the effort described in the Offeror's technical proposal, and Government estimates for: (1) direct labor hours, (2) material costs, (3) direct labor costs, (4) overhead and G&A costs, and (5) any other costs which are likely to be incurred by the Offeror in performance of the requirements of the solicitation. The Government cost realism analysis will calculate adjusted cost to the Government for CLIN 0001 in accordance with the Section I contract clause entitled “52.216-10 INCENTIVE FEE (JUN 2011).” Any cost realism adjustment will result in the Target Fee being adjusted in accordance with the Incentive fee clause of the contract. No downward adjustment will be made to an Offeror's cost or price during the cost realism analysis. Based on such analysis, an adjusted cost for the Offeror will be calculated to reflect the Government’s estimate of the Offeror’s most probable costs. The burden of proof for cost credibility rests with the Offeror.

(2) The total evaluated cost to the Government for Engineering Services (ES) is determined by adding together the evaluated cost plus the Offeror’s proposed fixed fee for CLINs 0002, 1001, and 2001. For each estimated Cost Plus Fixed Fee (CPFF) type CLIN, the Government will evaluate the realism of the Offeror's proposed costs by considering the Offeror's proposed labor rates, material costs, burden rates and other costs in light of data available to the Contracting Officer, including the relationship of such proposed labor hours and costs to the effort described in the Offeror's proposal, and Government estimates for: (1) direct labor hours, (2) material costs, (3) direct labor costs, (4) overhead and G&A costs, and (5) any other costs which are likely to be incurred by the Offeror. Based upon the results of this analysis, the Government will develop a Projected Cost to the Government for each CLIN which represents, in the Government's judgment, the overall price (projected cost plus proposed fixed fee) to the Government which will result from the Offeror's actual performance of the contract requirements for each line item. No downward adjustment will be made to an offeror's cost or price during the cost realism analysis. Based on such analysis, an adjusted cost for the Offeror will be calculated to reflect the Government’s estimate of the Offeror’s most probable costs. The burden of proof for cost credibility rests with the Offeror.

(3) The total evaluated cost to the Government for Travel and Other Direct Costs (ODCs) for CLINs 0003, 1002, and 2002. has been provided by the Government.

(4) Consistent with FAR 45.202, the Government will adjust any offer by applying, for evaluation purposes only, a rental equivalent evaluation factor to eliminate any competitive advantage accruing to a contractor possessing and proposing to use Government production and research property. A rental equivalent evaluation factor will be applied to an Offeror’s proposed Cost/Price. Offeror’s are required to submit with their offers, when seeking to rely on the use of Government production and research and property.
(5) The total evaluated price for Data Rights/License Fees, CLIN 1003, is the total price of the Offeror’s proposed CLIN 1003 in Section B.

The total evaluated cost/price to the Government is the sum of the five (5) TEP elements listed above. The TEP will include options; however, the evaluation of options does not in any way obligate the Government to exercise any option.

The Government will conduct a Fair and Reasonable Price Determination on Offerors’ cost/price proposals. A price reasonableness analysis will be performed on each CLIN separately. In order to be considered for award, all CLIN prices proposed must be determined fair and reasonably priced.

M.4 BASIS FOR AWARD

The Best Value to the Government is that proposal which meets the requirements of this Solicitation and which is determined to be the most advantageous to the Government considering all factors and has successfully had a supply chain risk assessment completed by the Government. In making the Best Value determination, the Government will consider the non-price factors taken together to be significantly more important than the TEP. However, the significance of TEP as an evaluation factor will increase with the degree of equality in overall merit of competing proposals in meeting Solicitation requirements. The Government may be willing to pay a premium for a technically superior solution. A Best Value analysis will not be performed for any Offeror whose proposal is found to be unacceptable and will therefore be ineligible for award.