| AMENDMENT OF SOLICITATION | MODIFICATION OF (| CONTRACT | 1. CONTRACT ID CODE U | | PA 1 | GE OF PAGES 5 |
|---|--|---|--|--|-------------------------------------|-----------------------------------|
| 2. AMENDMENT/MODIFICATION NO. 13 | 3. EFFECTIVE DATE 28-Nov-2017 | • | PURCHASE REQ. NO. 1300679729 | 5. PR | | O. (If applicable) N/A |
| 6. ISSUED BY CODE | N66604 | 7. ADMINISTERE | D BY (If other than Item 6) | COL | | S0701A |
| NUWC, NEWPORT DIVISION | | DCMA | A HARTFORD | | | SCD: C |
| 1176 Howell Street, Building 1258 | | 130 D | ARLIN STREET | | | |
| Newport RI 02841-1708 | | EAST | HARTFORD CT 06108-3234 | | | |
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| 8. NAME AND ADDRESS OF CONTRACTOR (A | o., street, county, State, and Zi | p Code) | 9A. AMENDMENT OF SOLICITA | ATION NO |). | |
| Rite-Solutions, Inc. | | | | | | |
| 185 South Broad Street, Ste 303 | | | OR DATED (SEE ITEM 11) | | | |
| Pawcatuck CT 06379 | | | 9B. DATED (SEE ITEM 11) | | | |
| | | | 10A. MODIFICATION OF CONT | RACT/OF | RDER NO. | |
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| CODE | | | 01-Feb-2014 | | | |
| 11. 3 | HIS ITEM ONLY APPL | IES TO AMENDM | IENTS OF SOLICITATIONS | | | |
| Offers must acknowledge receipt of this amendme (a) By completing Items 8 and 15, and returning o separate letter or telegram which includes a refere DESIGNATED FOR THE RECEIPT OF OFFERS you desire to change an offer already submitted, seamendment, and is received prior to the opening to 12. ACCOUNTING AND APPROPRIATION DATA | ne (1) copy of the amendment; nce to the solicitation and amer PRIOR TO THE HOUR AND Douch change may be made by to our and date specified. | (b) By acknowledging ndment numbers. FAII ATE SPECIFIED MAY elegram or letter, provide | receipt of this amendment on each cop LURE OF YOUR ACKNOWLEDGEME RESULT IN REJECTION OF YOUR O | oy of the one of the open of t | ffer submi RECEIV by virtue o | ED AT THE PLACE of this amendment |
| | SEE S | ECTION G | | | | |
| | | | NS OF CONTRACTS/ORDER S DESCRIBED IN ITEM 14. | RS, | | |
| (*) A. THIS CHANGE ORDER IS ISSUED ITEM 10A. | PURSUANT TO: (Specify au | thority) THE CHANGE | S SET FORTH IN ITEM 14 ARE MAD | E IN THE | CONTRA | CT ORDER NO. IN |
| B. THE ABOVE NUMBERED CONTR date, etc.)SET FORTH IN ITEM 14, PU | | | NISTRATIVE CHANGES (such as cha | anges in p | aying offic | e, appropriation |
| [X] C. THIS SUPPLEMENTAL AGREEME BILATERAL: FAR 52.232-22 Limit | | | | | | |
| [] D. OTHER (Specify type of modification | on and authority) | | | | | |
| E. IMPORTANT: Contractor [] is not, [X | · · · · · · · · · · · · · · · · · · · | | · · · | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICA SEE PAGE 2 | TION (Organized by UCF secti | ion headings, including | solicitation/contract subject matter wh | ere feasib | ole.) | |
| 15A. NAME AND TITLE OF SIGNER (Type or pri | nt) | 16A. NAME AND TI | TLE OF CONTRACTING OFFICER (7 | Type or pri | int) | |
| Susan Wilding | | | | | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STAT | ES OF AMERICA | | 160 | C. DATE SIGNED |
| /s/Susan Wilding | 28-Nov-2017 | BY _ | | | 28 | -Nov-2017 |
| (Signature of person authorized to sign) | | (- | Signature of Contracting Officer) | | | |

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

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| Distribution: | | | | |
| NUWCDIVNPT Contro | ol #: 180428NUWCDIVNPT | | | |
| NUWCDIVNPT POC: | | | | |
| CONTRACTOR'S STA | TEMENT OF RELEASE: | | | |
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| This modification incor | porates by reference Technic | eal Instruction #(s): | | |
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SECTION B -

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

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Option

For Cost Type / NSP Items

4999 Contract Data Requirements Lists (CDRLs), Not Separately Priced (NSP) 1.0 LO NSP

For ODC Items:

Item PSC Supplies/Services Qty Unit Est. Cost

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For Cost Type / NSP Items

For ODC Items:

Item PSC Supplies/Services

Qty Unit Est. Cost

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Item PSC Supplies/Services

Qty Unit Est. Cost

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FEE TABLE (AUG 2011)

| Labor CLINs/SLINs | Fee Per Hour | Fee Percentage |
|-------------------|--------------|----------------|
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- In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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.

HQ B-2-0010 NOTE (OPTION)

NOTE B - 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.

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (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 fee 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.

HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant 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.

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- (c) Relocation costs and travel costs incident 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 incident 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.

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 BACKGROUND

The Naval Undersea Warfare Center Division, Newport (NUWCDIVNPT) is a Naval research activity operating under the direction of the Commander, Naval Sea Systems Command (NAVSEA). NUWCDIVNPT's Information Technology (IT) Directorate (Code 114) provides the human, software, and hardware resources required to support the scientific, engineering, and administrative computational and communication needs of NUWCDIVNPT.

Within the NUWCDIVNPT Information Technology Directorate, there is the Software Enterprise Branch (Code 1141) and the Servers and Compliance Branch (Code 1142). These two branches are responsible for the infrastructure of the Research, Development, Test, and Evaluation (RDT&E) environment and the maintenance and operation of Enterprise systems at NUWCDIVNPT. Each Branch's goal is to provide state-of-the-art systems that directly support the technical capabilities of services and products for Fleet customers. Another goal for Code 114 is to provide easy-to-use and reliable business applications and processes that enable genuine productivity and efficiency gains at NUWCDIVNPT. Functional areas within these branches are responsible for Server Infrastructure, Program Management, Help Desk/Client Support Services, Systems Engineering, Database System Engineering, Configuration Management and Software Engineering. To achieve an overall command enterprise structure Code 114 with Code 115 provide Message Center and Information Assurance services.

In addition, program administration support is provided to the NUWDIVNPT Chief Information Officer in the following functional areas:

- NMCI NUWC's NMCI management is centralized in the CIO's office for immediate, high-level attention to this critical program.
- IT Resource Management The CIO's office is responsible for IT infrastructure planning, budgets, and acquisition.
- IT Governance Navy policies and IT governance requirements are enforced by the CIO's office both on our executive networks and in special environments like RDT&E. The CIO serves as a facilitator to the RDT&E Governance Council and chairs the Management Group to ensure successful implementation.

Code 114 with code 115, and the code 11 CIO office provide enterprise program support, IT infrastructure, resources, and governance to all NUWC codes, NUWC Detachments, and NUWC HQ. Remote support can be required located at West Palm Beach, FL, Andros Island, Bahamas, Seneca Lake, NY; Fishers Island, NY, Dodge Pond, CT, Kings Bay, GA, Ft. Story, VA, Bangor, WA, Bugg Springs, FL, Norfolk, VA and the Electronic Technical Work Documents (ETWD) project located at Portsmouth, NH Naval Shipyard as circumstances warrant.

The primary source of funding for the majority of services described in the statement of work is NWCF and Service Cost Center (SCC). There is also a small percentage of RDT&E funding as well as OM&N funding received.

2.0 SCOPE

In accomplishing the functions and goals as outlined in the background, the contractor shall provide support to NUWCDIVNPT, and NUWC HQ, as defined in section 4.0, in the following areas:

- Server Infrastructure
- Program Administration Support

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- Message Center Support
- Systems Engineering and Administration
- Configuration Management (CM)
- Help Desk/Client Support Services
- Software Engineering
- Database System Engineering
- Training

Work performed is within the parameters of the Seaport-e basic contract paragraphs: 3.3 - Modeling, Simulation, Stimulation, and Analysis Support, 3.5 - System Design Documentation and Technical Data Support, 3.6 - Software Engineering, Development, Programming, and Network Support, 3.10 - Configuration Management (CM) Support, 3.12 - Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support, 3.14 - Interoperability, Test and Evaluation, Trials Support, 3.18 - Training Support, 3.20 - Program Support, and 3.21 - Functional and Administrative Support.

3.0 APPLICABLE DOCUMENTS

In accordance with current acquisition reform tenets, the contractor shall use appropriate contractor in-house procedures and industry standards, in lieu of Government specifications and standards unless directed otherwise during the performance of this task order. In the event non-Government standards and specifications either do not exist or are inadequate to meet this requirement, the contractor may use Government standards and specifications (tailored as appropriate) as long as such use is cost-effective and kept to a minimum. The contractor shall, as further defined in section 4.0 below, use the effective edition of the following standards, instructions, and documents for performance of task efforts. The Government will provide updates to applicable documents as they become available.

Joint Chiefs of Staff Instruction:

1) CJCSI 6510.01D Information Assurance (IA) and Computer Network Defense (CND)

DOD Issuances:

| 2) | DODD 8500.01E | Information Assurance (IA) |
|----|---------------|---|
| 3) | DODD 8570.01 | Information Assurance (IA)Training, Certification, and Workforce Management |
| 4) | DODI 8500.2 | Information Assurance (IA) Implementation |
| 5) | DODD 8520.02 | Public Key Infrastructure (PKI) and Public Key (PK) Enabling |
| 6) | DoD 5220.22-M | National Industrial Security Program Operating Manual |

Navy Issuances:

| 7) | SECNAVINST 5211.5D | Department of Navy Privacy Act (PA) Program |
|-----|------------------------|--|
| 8) | SECNAVINST 5239.3 | Department of Navy Information Assurance Policy |
| 9) | OPNAVINST 5239.1B | Navy Information Assurance (IA) Program |
| 10) | OPNAVINST 5290.1A | Naval Imaging Program (NAVIMP) Policy and Responsibilities |
| 11) | NUWCDIVNPTINST 2300.1C | Naval Messages |

| 12) NUWCDIVNPTINST 2300.3A | Guidance for the Use of NUWCDIVNPT Communication Service and Equipment |
|-----------------------------|---|
| 13) NUWCDIVNPTINST 3070.1A | Operations Security (OPSEC) |
| 14) NUWCDIVNPTINST 5200.4F | NUWCDIVNPT Publications and Presentations Guide |
| 15) NUWCDIVNPTINST 5215_1F | NUWCDIVNPT Directives Issuance System |
| 16) NUWCDIVNPTINST 5230.5A | Procedures and Policy for the Utilization and Acquisition of the NUWCDIVNPT Computer-Aided |
| Engineering/Computer-Aided | Design/Computer-Aided Manufacturing (CAE/CAD/CAM) Software and the Placement of Design Services Contracts |
| 17) NUWCDIVNPTINST 5239.2 | Policy for the Use of Portable Electronic Devices (PEDs) |
| 18) NUWCDIVNPTINST 5270.1D | Guidance for NUWCDIVNPT Sponsored Web Servers and Publication of NUWCDIVNPT Information on Web Servers |
| 19) NUWCDIVNPTINST 5500.4B | NUWCDIVNPT Security Manual |
| 20) NUWCDIVNPTINST 5601.1A | Policy and Responsibilities for Printing, Duplicating, and Copying Services |
| Specifications: | |
| 21) MIL-DTL-31000A (1) | General Specifications for Technical Data Packages |
| 22) MIL-M-24784 | Requirements for Equipment and Systems Contents |
| 23) MIL-PRF-29612B | Training Data Products |
| 24) MIL-PRF-49506 | Logistics Management Information |
| Standards: | |
| 25) MIL-STD-961E | Defense and Program-Unique Specifications Format and Content |
| 26) MIL-STD-1806 Defense | Marking Technical Data Prepared by or for the Department of |
| 27) MIL-STD 188-161D | Interoperability and Performance Standards for Digital Facsimile Equipment |
| 28) MIL-STD-6040A | U.S. Message Text Format (USMTF) Description |
| 29) T.1XX | Data Protocol Standards |
| 30) G.7XX | Audio Coding Standards |

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Handbooks:

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| 31) MIL-HDBK-2036 | Preparation of Electronic Equipment Specifications (Navy) |
|-----------------------|---|
| 32) MIL-HDBK-63038-1A | Technical Manual Writing Handbook (Army) |
| 33) DOD-HDBK-292-1 | Training Materials Development |

Industry Standards and Recommendations

| 34) ANSI Z39.1B | Information Sciences-Scientific and Technical Reports; Organization, Preparation, and Production |
|-------------------------------|---|
| 35) IEEE STD 802 | LAN/MAN Standards |
| 36) IEEE STD 828-2005 | Software Configuration Management Plans J-STD-016, Standard for Information Technology Software Life Cycle Processes, Software Development |
| 37) IEEE/EIA STD 12207 | Standard for Information Technology – "Software Life-Cycle Process" |
| 38) EIA Recommended STD 232C | Serial Interfacing with Neuron [©] Chip |
| 39) EIA Recommended STD 422 | Electrical Characteristics of Balanced Voltage Differential Interface Circuits |
| 40) EIA Recommended STD 423-B | Electrical Characteristics of Unbalanced Voltage Digital Interface Circuits |
| 41) EKMS 1 (series) | CMS Policy and Procedures for Navy Electronic Key Management System Tiers 2 & 3 |
| 42) EIA Recommended STD 499 | General Purpose 37-Position Interface for Data Terminal Equipment and Data Circuit-Terminating Equipment Employing Serial Binary Data Interchange |

4.0 REQUIREMENTS - Additional details of the work to accomplish shall be specifically described in individual Technical Instructions (TIs). Performance shall not commence prior to an issuance of a TI.

4.1 Server Infrastructure

Using all applicable documents, sec. 3.0 except no. 28, 41, and 42, and all Government Furnished Information (GFI) sec. 6.0 except 24 and 25, the contractor shall provide on-site professional hardware, software, and systems integration personnel to operate and maintain classified and unclassified computer laboratories/facilities for RDT&E customers and Enterprise systems at NUWCDIVNPT as follows:

The contractors performing this task must be certified at the Information Assurance (IA) Workforce (IAT) Level II positions in accordance with DoD 8570.01, applicable document 3.0 no. 3.

- a. Perform computer operations scheduling, input/output control, library functions, monitoring of environment, maintenance of facility event logs, and monitoring of supply inventories.
- b. Perform system restarts/reboots, ensuring that systems are operational. The contractor shall

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maintain and execute backup procedures.

- c. Maintain server security configuration and integrity, (patches, updates, configuration changes, and audits).
- d. Maintain a central repository (library) of source program statements, object programs, and related control parameters on magnetic media.
- e. Establish procedures for review and approval by Government, to ensure that scripts, procedures, processes, files, etc, that are used to support NUWCDIVNPT, are maintained and available.
- f. Develop process schedules for review and approval by Government. Upon Government approval, review the operational status of schedules for accuracy, timeliness, and efficient utilization of resources and maintain.
- g. Develop production control procedures for input data, internal processing, and output disposition, for review and approval by Government. Upon Government approval, implement procedures.
- h. Develop and maintain documentation for the following areas: system specifications, programs, operational instructions, production control procedures, operating systems; or executive, utility, systems common-use software, data base management aids, file management/data management, access methods, storage, models, retrieval protection, security, data communication, and distributed database applications for review and approval by Government.
- i. Execute Information Assurance (IA) compliance by analyzing IA related DOD policy documents, specifically including applicable documents sec. 3.0, no.1-8, providing interpretation of those documents, and then implementing procedures, for review and approval by Government, to ensure compliance with the IA guidance; reviewing infrastructure to ensure IA compliance.
- j. Develop procedures to ensure that NUWCDIVNPT is compliance with DOD Public Key Infrastructure (PKI) guidance in applicable documents sec. 3.0 no. 4, and 5, for review and approval by Government. Upon Government approval, implement procedures.
- k. Provide systems administration execution for operating systems in the Code 114 Data Center (currently these are Windows 2000 Server, Windows 2003 Server, VMWARE 3i, Windows XP Professional, Windows 2000 Professional, RED HAT Linux), Windows 7.

Deliverables: Provide Software User Guides and Operations Documents per CDRL A007.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.2 Program Administration Support

Using all applicable documents, sec. 3.0 except no. 28, 41, and 42, and all Government Furnished Information (GFI) sec. 6.0 except 24 and 25, the contractor shall provide services for program administrative support, program planning and administration, and risk assessment.

4.2.1 Program Support

The contractor shall develop briefings, guidance documents, white papers, forms, and other documentation on program management strategy and policy in the following program areas:

- a. Provide software and hardware program support for development and integration efforts.
- b. Provide, develop, and maintain the program components.
- c. Ensure that program implementation is coordinated and progress is made toward goals and objectives.
- d. Research policy statements and identify changes in the policy statements.
- e. Provide engineering and administrative support to direct and control projects.
- f. Interface between NUWCDIVNPT and other activities on collaborative project work.
- g. Participate in program reviews, management meetings, planning strategy meetings, development

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meetings, conference calls, and VTCs to contribute technical expertise.

- h. Conduct workshop meetings and white board discussions.
- i. Provide an integrated data portal to provide online access to all program management reporting data and programmatic activities.
- j. Provide technical writing and process documentation support.

Deliverables: Provide reports per CDRL A00C.

<u>Performance Standards</u>: See attached Technical Performance Standards table for applicable performance standards for this task.

4.2.2 Navy Marine Corps Intranet (NMCI) Continuity of Services Contract (CoSC) and Next Generation (NGEN) Support

The contractor shall provide NMCI CoSC/NGEN support for Government approval as follows:

- a. Process NMCI CLIN Orders using NMCI CoSC/NGEN and local ordering system tools using 6.0 no. n23.
- b. Process Move, Add, Change (MAC) submissions on new and existing CLIN deliverables using local and NMCI CoSC/NGEN MAC system tools using 6.0 no. n23.
- c. Perform asset inventory management for all deployed NMCI CoSC/NGEN CLINs.
- d. Perform system administration, system analysis and assessment duties.
- e. Perform Science and Technology (S&T) Developer Community of Interest (COI) configuration responsibilities.
- f. Provide life-cycle management and technical/administrative support of hardware/software in compliance with applicable documents, sec. 3.0 no. 35 and 36 using GFI sec. 6.0 no 15.
- g. Provide requirements-based solutions for review and approval by Government.
- h. Perform issue resolution and escalated coordination/support for NMCI CoSC/NGEN trouble tickets that impact the user community.
- i. Facilitate NMCI CoSC/NGEN network infrastructure projects.
- j. Coordinate with command/department points of contacts.
- k. Receive/Complete Command/Enterprise data calls for review and approval by Government.
- 1. Support meetings as defined in TIs.
- m. Record/Disseminate meeting minutes.
- n. Respond to incoming calls and electronic requests pertaining to administrative IT issues.
- o. Compile budget information using models from previous submissions, for NMCI CoSC/NGEN requirements using in GFI 6.0 no. 23, 24, and 25 resources.
- p. Provide financial analysis support metrics using models from previous submissions, with data in GFI 6.0 no. 23, 24, and 25 planning documents.
- q. Perform NMCI CoSC/NGEN invoice verification for Government review.
- r. Provide IT user training on enterprise systems to ensure knowledge per GFI 6.0 no. 23.

Deliverables: Provide reports per CDRL A00C. Provide meeting minutes per CDRL A00D

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.2.3 IT Resource Management

The contractor shall provide support to the NUWCDIVNPT and NUWC CIO in maintaining oversight and visibility into the expenditure of funds on IT, in order to facilitate alignment with the requirements of the Clinger Cohen Act as follows:

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- a. Assist with formatting and submission using GFI 6.0 no. 24, of the Division and NUWC IT Budget for Department of the Navy (DON), Office of the Secretary of Defense (OSD) and Presidential Budget (PB).
- b. Assist customers with understanding IT procurement process requirements and compliance.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.2.4 IT Governance and Application Portfolio Management

The Contractor shall, using GFI 6.0 no. 23, provide on-site technical expertise and consulting in support of the NUWCDIVNPT Chief Information Officer (CIO) tasks to include:

- a. Providing technical recommendations on various current and proposed IT policies.
- b. Maintain application portfolio inventory using Navy and NAVSEA tools (DADMS) and Computer Asset Reduction System (CARS Web Portal).
- c. Using GFI 6.0 no. 3-6, 14, 15, 19, 20, compiling documentation for approval, testing, and submission of business application rationalization.
- d. Review Functional Area Manager (FAM) and business case analysis (BCA) processes and provide information, technical guidance, and status to business and technical codes.

Deliverables: Provide technical reports per CDRL A00C.

<u>Performance Standards</u>: See attached Technical Performance Standards table for applicable performance standards for this task.

4.2.5 Program Facilitation and Reporting

The contractor shall provide program reporting for Code 11 Information Technology programs and facilitate Command compliance programs and initiatives, using information in section 3.0 no. 1-9, 12-22, 25, 26, and GFI 6.0 no. 23, 24, and 25 as follows:

- a. Format, update or refine IT program project Plans of Actions and Milestones (POA&M) for review and approval by Government.
- b. Compile status reports for IT Program project data and task reports for Command compliance programs.
- c. Track and report on IT Program progress, milestones, open issues, and action plans.
- d. Review standard operating procedures and provide recommendations for Government approval.
- e. Post action items, meeting minutes, and other documents.

<u>Deliverables:</u> Provide a Plan of Action and Milestone (POA&M) chart/schedule per CDRL A004. Provide white papers, talking points, and ad hoc reports per CDRL A00C.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.2.6 Risk Assessment

Using all applicable documents 3.0 and GFI 6.0 no. 2-5, 7, 8, 11, 14-16, 18-22, the contractor shall provide the following risk assessment services:

- a. Identify, develop, and validate risk and impact analyses using industry recognized methods of risk management for review and approval by Government.
- b. Identify systems that are mission-critical and critical applications, and report on their dependency

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- on facilities, operating personnel, other assets and impacts.
- c. Provide recommendations to business impact analyses to determine critical staff, systems, data, and operational requirements.
- d. Identify and characterize threats and vulnerabilities, countermeasures, costs, and tradeoffs to eliminate system deficiencies. Provide recommendations for corrective actions for review and approval by Government.

<u>Deliverables:</u> Provide technical information reports per CDRL A00B.

<u>Performance Standards</u>: See attached Technical Performance Standards table for applicable performance standards for this task.

4.3 Message Center Support

Using applicable documents specifically including 3.0 no. 10-12, 19, 27-29, 40-42 and GFI sec. 6.0 no. 9, 10, 14, 16, and 17, the contractor shall provide official communications support:

- a. Process incoming and outgoing command naval messages and command email traffic in accordance with established message center procedures for both NUWCDIVNPT and NUWC HQ.
- b. Proofread outgoing naval messages and command email traffic and make typographical and grammatical corrections when required.
- c. Use Common Message Processor (CMP) software tool to correctly format military messages.
- d. Escalate high priority messages per GFI 6.0 no. 26, to Departments/Command Leadership.
- e. Provide textual formatting guidance and basic training to personnel on naval messages and command email drafting techniques.
- f. Maintain current internal routing lists, for message distribution specific to on-going projects, and programs for program related information retrieval.
- g. Interface with NAVSEA Message Center and Naval Regional Enterprise Message System (NREMS) help desk to resolve any messages and/or circuit path issues.
- h. Execute proper storage and destruction of classified material within the Message Center space.
- Identify electronic spillages that may occur from incoming messages to the Message Center Functional Account for the Command. Notify the COMSEC Message Center Program Manager immediately.
- j. Identify possible spam or virus-infected emails that may occur from incoming messages to the Message Center Functional Account for the Command. Notify COMSEC Message Center Program Manager immediately.
- k. Operate the Message Center unclassified and secure facsimiles.
- 1. Operate the Message Center Secure Telephone Equipment (STE) telephone.
- m. Filing documentation for COMSEC material and equipment received and transferred. File general messages to ensure messages remaining in effect are tracked.
- n. Track COMSEC responsibility acknowledgement forms for COMSEC users and STE users.
- o. Maintain Two Person Integrity (TPI) requirements after security containers containing Top Secret keying material marked CRYPTO have been opened by Electronic Key Management System (EKMS) personnel.
- p. Assist in conducting page checks and entering amendments and corrections into COMSEC and COMSEC-related publications. Sign receipt, inventory, and destruction reports, as an EKMS witness only.
- q. Assist in the labeling of COMSEC material.
- r. Assist EKMS personnel in maintaining TPI when picking up COMSEC material from a COMSEC Material Issuing Office (CMIO), United States National Distribution Authority (USNDA), or courier, and during the processing and/or transfer of COMSEC material.

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<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.4 Systems Engineering and Administration

Using all applicable documents, sec. 3.0 except for no. 28, 41, and 42, and GFI sec. 6.0, the contractor shall provide systems planning, analyses, and studies; requirements identification; documentation development; test and integration; systems engineering management; systems technical engineering support; and continuity of operations (COOP).

4.4.1 Systems Planning

The contractor shall plan, design, install, test, and operate laboratory and operational facilities/capabilities the following as defined by the Government:

- a. Incorporate DoD and DoN requirements into system architecture, specifically including the information assurance and security guidance in applicable documents in sec. 3.0 and computer-security GFI sec. 6.0 no.19, and no. 22.
- b. Monitor and report to Government for review, current development practices, tools, and techniques used within system architectures.
- Develop system architecture plans based on current, near-term, and future requirements of projects for review and approval by Government.
- d. Provide recommendations on the design and integration of systems, subsystems, and equipment for review and approval by Government.
- e. Provide recommendations on architecture and system integration best practices for review and approval by Government.

<u>Deliverables:</u> Provide computer software system document per CDRL A003.

<u>Performance Standards</u>: See attached Technical Performance Standards table for applicable performance standards for this task.

4.4.2 Requirements Identification

Using guidance in interface and configuration applicable documents sec. 3.0, 1-9, 34-36 and GFI sec. 6.0 no. 2, the contractor shall conduct technical evaluations of integrated IT equipment and systems as follows:

- a. Investigate alternative systems and equipment that provide optimum performance, and make system recommendations for review and approval by Government.
- b. Evaluate system configuration and compatibility, system and equipment design concepts for compliance and performance.

<u>Deliverables:</u> Provide technical information reports per CDRL A00C.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.4.3 Systems Documentation Development

The contractor shall provide IT systems technical documentation support services to produce technical and user documentation that adheres to guidelines in applicable documents sec. 3.0 1-9, 13, 20, 24, 25, and 33 as follows:

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- a. Develop formal system interface requirements documents to establish reliability and maintainability, for review and approval by Government.
- b. Prepare technical requirements documentation for the design, development, integration, test and evaluation, and installation of systems and equipment for review and approval by Government.
- c. Develop and maintain system documentation, user documentation, technical documentation for tests and evaluations, system test and evaluation plans, test plans, procedures, and reports for review and approval by Government.

<u>Deliverables:</u> Provide Software User Guides and Operations Documents per CDRL A007.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.4.4 Test and Integration

The contractor shall execute conformance of test requirements, test objectives, test plans, and schedules, using GFI sec. 6.0 no. 1-13, 18, 19, 22, and 26, to confirm compliance as follows:

- a. Provide test planning inputs and designs for IT hardware/software tests for review and approval by Government.
- b. Review Test and Evaluation Master Plans (TEMPs) to ensure that they are updated to include results of previous testing or changes in overall program direction.
- c. Perform hardware/software system and equipment integration in accordance with documentation, drawings, test plans, and procedures, per GFI 6.0 no. 1-13.
- d. Perform computer security tests and compliance evaluations per GFI 6.0 no. 22.
- e. Test and monitor system demonstrations, applications, and functional architectures in accordance with test procedures and other documentation per GFI 6.0 no. 7, 8, 18, 19, and 26.
- f. Integrate and test applications at the server/system environment level per GFI 6.0 no. 26.
- g. Install and test maintenance releases/patches at the operating system level.
- h. Perform testing and evaluation of server/system products using brassboard testing, benchtop testing, black-box testing, installed systems testing, person-in-the-loop testing, and full-scale multisensor data fusion testing per GFI 6.0 no. 26.
- i. Identify and repair server/system deficiencies found during testing and evaluation that require correction and re-test.
- j. Conduct post-implementation reviews and compile test reports to determine the success of deployments.

Deliverables: Provide software test reports per CDRL A006. Provide lessons learned per CDRL A00A.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.5 Configuration Management (CM)

Using applicable documents sec. 3.0 no. 35-37, configuration management information in GFI sec. 6.0 no. 2,5, 7,8,12, 15, 21, 22, and 26, the contractor shall provide configuration management services in support of NUWCDIVNPT network and server infrastructure, and deployed business software solutions as follows:

a. Maintain CM of hardware, software, networks, data, and system documentation using commercial CM tools or when applicable develop custom CM tools for review and approval by Government

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before deploying tools.

b. Maintain an inventory of system hardware and software documentation during its life cycle.

<u>Deliverables:</u> Deliver Engineering Database & Configuration Management per CDRL A00E. Provide Configuration Management Plan per CDRL A002.

<u>Performance Standards</u>: See attached Technical Performance Standards table for applicable performance standards for this task.

4.5.1 **Audits**

The contractor shall provide audit services as follows:

- a. Draft configuration/design audits for review and approval by Government.
- b. Execute approved audits per GFI 6.0 no. 26.
- c. Develop and implement audit controls, rules, and logs.

<u>Deliverables:</u> Provide software Test Plans per CDRL A006. Provide Technical Report/Study Services per CDRL A00A.

<u>Performance Standards</u>: See attached Technical Performance Standards table for applicable performance standards for this task.

4.5.2 Change Requests

The contractor shall process change requests provided as GFI 6.0 no. 28, in accordance with GFI 6.0 no. 26, as follows:

- a. Review, respond to, and track all change requests.
- b. Review change requests for alterations, upgrades, fixes, or program changes.
- c. Assess change request impact on performance, reliability, maintainability, availability, logistics support, safety, and lifecycle cost.
- d. Disseminate change implementation notices to document changes.
- e. Notify all users and organizations affected by change implementation.

<u>Performance Standards</u>: See attached Technical Performance Standards table for applicable performance standards for this task.

4.6 Help Desk/Client Support Services

Using all applicable documents, sec. 3.0 except for no. 28, 41, and 42, GFI sec. 6.0 no. 6, 10, 19, 20, 21, 22, 23, 26, 27, and 28, the contractor shall provide Help Desk/Client Center Support to NUWCDIVNPT personnel as follows:

The contractors performing this task must be certified at the Information Assurance (IA) Workforce (IAT) Level II in accordance with DoD 8570.01, applicable document 3.0 no. 3.

- a. Provide Tier 1, Tier 2, and Tier 3 help desk support services for all hardware and software packages in use at NUWCDIVNPT.
- b. Staff the Call Center to interview, diagnose, and respond to a wide range of IT related issues.
- c. Act as first responder and primary dispatch for all facets of IT services, including application support, unclassified/classified networks, file and print services, domain access, AIS Information Security, and telephones using a comprehensive ITSM (Information Technology Service

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Management) application provided as GFP, in accordance with GFI 6.0 no. 26-27.

d. Create, record, and verify in accordance with GFI 6.0 no. 26-27, accounts used to access NUWCDIVNPT IT assets in classified and unclassified environments.

<u>Performance Standards</u>: See attached Technical Performance Standards table for applicable performance standards for this task.

4.6.1 Remediation Services

Using all applicable documents, sec. 3.0 except for no. 28, 41, and 42, GFI sec. 6.0 no. 6, 10, 19, 20, 21, 22, 23, 26, 27, and 28, the contractor shall provide RDT&E IT asset remediation services as follows:

The contractors performing this task must be certified at the Information Assurance (IA) Workforce (IAT) Level II in accordance with DoD 8570.01, applicable document 3.0 no. 3.

- a. Execute all vulnerability remediation efforts, automated and manual, across all networks both Classified and Unclassified per GFI 6.0 no. 26-27. Update GFI 6.0 no. 26 with new solutions as discovered.
- b. Install/configure, operate and maintain systems hardware and software and related infrastructure according to compliance standards and industry best practices.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.7 Software Engineering

Using all applicable documents, sec. 3.0 except for no. 28, 41, and 42, GFI sec. 6.0, the contractor shall provide the following software engineering services:

- a. Develop web based applications in a Microsoft Windows environment using Microsoft Visual
 Studio .Net to provide Asp.Net and VB.net solutions in compliance with applicable documents sec.
 3.0 no. 18, for review and approval by Government.
- b. Develop requirements documentation and Business Rules including IA and Personal Identifiable Information (PII) requirements for software solutions for review and approval by Government.
- c. Per customer derived requirements per GFI 6.0 no. 28, develop new software functionality for approved, DoD Information Technology Portfolio Repository – Department of the Navy (DITPR-DON) systems, for review and approval by Government. Upon Government approval, integrate.
- d. Develop front-end and back-end programs, web-based services, for the bulk analysis of computer information.
- e. Design and develop software in accordance with accepted Government and industry serviceoriented architecture (SOA) standards and specifications supplied in GFI sec. 6.0 no. 21.
- f. In accordance with GFI 6.0 no. 2-6, design, create, and present software prototypes and proof-of-concept demonstrations to Government for review.
- g. In accordance with GFI 6.0 no. 7, and 22, develop test plans which provide the evidence of IA STIG, PII, and application requirements.
- h. In accordance with GFI 6.0 no. 7, and 22, conduct test, evaluation (T&E), and code reviews supporting all requirements and in accordance with IA STIG requirements. T&E shall be conducted by an independent tester, an individual that did not code the application in test.
- i. Provide systems engineering designs for all developed software and solutions. Conduct Configuration Management in accordance with GFI 6.0 12, and 22, which store application baseline designs in a common, customer accessible repository.

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j. Ensure that all code and procedures are baselined and stored in a common, customer accessible code repository in accordance with Configuration Management requirements in applicable documents sec. 3.0 no. 35 and IA STIGs GFI 6.0 no. 22.

<u>Deliverables:</u> Provide software requirements documentation per CDRL A005. Provide software Test Plans per CDRL A006. Provide computer Software System document per CDRL A003.

<u>Performance Standards</u>: See attached Technical Performance Standards table for applicable performance standards for this task.

4.7.1 Website/Web Portal Development and Web Services Integration

Using applicable documents, sec. 3.0 no. 1-9, and 18 and GFI sec. 6.0 no. 2-4, 11, 15, 19, 20, 21, 22, 26, and 28, the contractor shall provide the following support services for website/portal development or site maintenance:

- a. Provide recommendations for migration effort for web portals to Enterprise Solution, (iNavsea) to ensure compliance with Navy wide governance and Defense Information Systems Agency (DISA) strategies for Enterprise services.
- b. Develop for Government review and approval, web services within the Microsoft Office SharePoint Services and Windows SharePoint Services environments using guidance in GFI 6.0 no 10, and 20, and in compliance with applicable documents sec. 3.0 no. 17. Upon Government approval, integrate
- c. Using GFI 6.0 no. 2, 3, 4, 6, and 19, decompose, design, develop, and test web services for Government review and approval, to support and assure data and semantic interoperability across existing applications. Upon Government approval, integrate.
- d. Using GFI 6.0 no. 2, 3, 4, 6, 19, and 21, create web service architecture plans to model and identify web services and service-oriented architectures (SOAs). Ensure those plans are stored in a common, accessible repository.

Deliverables: Provide software requirements documentation per CDRL A005.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.7.2 Software Forensics

Using all applicable documents, sec. 3.0 except for no. 28, 41, and 42, GFI sec. 6.0 no. 3, 4, 5, 9, 19, 20, 21, 22, and 26, the contractor shall provide the following software forensics:

- a. Using GFI 6.0 no. 26, analyze malicious code, computer viruses, and unauthorized tools to determine their function.
- b. Using GFI 6.0 no. 26, examine malicious binaries.
- c. Determine the effects of malicious code execution on IT systems and software and provide a report on the results for Government review.
- d. Search for open source tools and techniques that intruders use and provide a report on the results for Government review.
- e. Examine computer files from compromised computer systems and provide a report on the results for Government review.
- f. Recommend solutions to prevent future occurrences of malicious code for review by Government.

<u>Deliverables:</u> Provide technical information report per CDRL A00B. Provide technical information report per CDRL A00C.

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<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.8 Software Engineering Project Management Support

Using all applicable documents, sec. 3.0 except for no. 28, 41, and 42, GFI sec. 6.0, the contractor shall provide software project management support as follows:

4.8.1 Requirements Identification and Analysis

The contractor shall provide software engineering project management support as follows:

- a. Prepare technical project briefs for review and approval by Government.
- b. In accordance with GFI 6.0 no. 28, respond to software project management requests for customer derived requirements.
- c. Identify and draft the project scope customizations for review and approval by Government.
- d. Identify and define required data elements, data formats, and the connectivity needed between systems for review and approval by Government.
- e. Identify and document customer derived requirements for specific data architectures and data acquisition methods.

<u>Deliverables:</u> Provide computer software system document per CDRL A003. Provide software requirements specifications per CDRL A005.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.8.2 Project Planning

Using all applicable documents, sec. 3.0 except for no. 28, 41, and 42, GFI sec. 6.0, the contractor shall provide planning for software projects as follows:

- a. Develop, update, or refine project Plans of Actions and Milestones (POA&M) for review and approval by Government.
- b. Identify and document customer derived comprehensive software requirements.
- c. Identify and define work breakdown structures (WBS) and workflow functionality through business case analysis of customer derived requirements.
- d. Prepare and maintain Gantt charts, status reports, and project data.
- e. Track and report on progress, milestones, open issues, and action plans.
- Develop software maintenance plans and support strategies for review and approval by Government for customers.
- g. Participate in stakeholder meetings to provide recommendations for establishing CONOPS, Requirement Reviews, Design Reviews, IA Certification and Accreditation, Test & Evaluation, and Production Rollouts.
- h. In accordance with GFI 6.0 no. 11, plan for deployment of software upon completion of development work.

<u>Deliverables:</u> Provide status report per CDRL A004. Provide software requirements specifications per CDRL A005. Provide technical information report per CDRL A008.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

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4.8.3 Quality Management and Testing

Using all applicable documents, sec. 3.0 except for no. 28, 41, and 42, GFI sec. 6.0 no. 6, 7, and 18, the contractor shall confirm the accuracy, completeness, and conformance of test requirements, test objectives, test plans, STIGS and schedules as follows:

- a. Develop test plans for business software applications, and if applicable including integration testing, in accordance with IA STIG, and PII requirements.
- b. Ensure test plans are available to the customer in a commonly accessible repository and baselined in accordance with IA and Configuration Management (STIGs).
- c. Conduct, monitor, and evaluate software in accordance with test procedures and other documentation.
- d. Identify deficiencies found during testing and evaluation that require correction and further testing.
- e. Conduct post-implementation reviews to determine the success of deployments.

<u>Deliverables:</u> Provide software test plan per CDRL A006. Provide lessons learned per CDRL A00A.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.9 Database System Engineering

The contractor shall provide database system engineering services following applicable documents sec. 3.0 no. 1-9, 18, 29, 30, 34, 35, 36, and 37, and GFI sec. 6.0 no. 1, 5, 9, 19, 20, 22, and 26 as follows:

The contractors performing this task must be certified at the Information Assurance (IA) Workforce (IAT) Level II in accordance with DoD 8570.01, applicable document 3.0 no. 3.

- a. Make and document recommendations, for review by the Government, for the improvements of the performance of database functions in both Oracle and Microsoft SQL Server environments.
- b. Research and recommend tools and techniques used in data warehousing initiatives.
- c. Evaluate metadata extraction; text search and retrieval tools; name variation tools; face recognition tools; multimedia indexing, database, and search tools; data mining tools; collaborative tools; link node analysis and visualization tools; language translation tools; Optical Character Recognition (OCR) tools; and virtual databases for optimized performance.
- d. Provide recommendations, for Government review, on new COTS Business Intelligence (BI) software.
- e. Provide recommendations, for Government review, on installation, configuration and report development using analyzers and other BI tools.
- f. In accordance with GFI 6.0 no. 5, and 26, configure software tools to implement data warehousing functions.

<u>Deliverables:</u> Provide database design description per CDRL A009. Provide lessons learned per CDRL A00A.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.9.1 Database Architecture

Using applicable documents sec. 3.0 no. 1-9, 18, 29, 30, 34, 35, 36, and 37, and GFI sec. 6.0 no. 1-5, 9, 19, 20, 22, and 26 as follows the contractor shall design data models as follows:

a. Document source-to-target relationships.

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- b. Design data sharing structures and capabilities in both MS SQL and Oracle environments.
- c. Develop metadata tagging and reporting approaches and define metadata repositories.
- d. Ensure that all aspects of the architecture/design are traceable back to business requirement(s).
- e. Document database elements to include in data repositories.
- f. Document the functionality of the repositories across system domains.
- g. Develop data integration architectures and processes for review and approval by Government.
- h. Document database architecture and design in a common, customer accessible repository in accordance with IA STIG and applicable Certification and Accreditation Plan.

<u>Deliverables:</u> Provide database design description per CDRL A009. Deliver Engineering Database & Configuration Management per CDRL A00E.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.9.2 Database/Data Warehouse Enhancements

Using applicable documents sec. 3.0 no. 1-9, 18, 29, 30, 34, 35, 36, and 37, and GFI sec. 6.0 no. 1-5, 9, 19, 20, 22, and 26, the contractor shall provide support services to design and implement hardware and software solutions for data storage as follows:

- a. Perform data mining.
- b. Perform performance tuning to scale products to production user and data volume.

<u>Performance Standards:</u> See Technical Performance Standards table at the end of the Statement of Work for applicable performance standards for the task.

4.9.3 Database Administration

Using applicable documents sec. 3.0 no. 1-9, 18, 29, 30, 34, 35, 36, and 37, and GFI sec. 6.0 no. 1-5, 9, 19, 20, 22, and 26, the contractor shall administer databases and perform system maintenance on Oracle and MS SQL Server environments as follows:

- a. Develop error-handling strategies.
- b. Execute data imports, cleansing, and security checking of data.
- c. Develop enhancements and changes to the file systems and/or databases and associated schema, for Government review and approval. Upon Government approval, execute.
- d. Create and modify database schemas, tables, triggers, rules, stored procedures, and indexes, for Government review and approval. Upon Government approval, execute.
- e. Collect metrics to measure database utilization and performance.
- f. Collect information and statistics that are collected from business support systems under the control of NUWCDIVNPT's Corporate Operations department.

<u>Deliverables:</u> Provide technical information report per CDRL A008.

<u>Performance Standards</u>: See attached Technical Performance Standards table for applicable performance standards for this task.

4.9.4 Data Sources

Using applicable documents sec. 3.0 no. 1-9, 18, 29, 30, 34, 35, 36, and 37, and GFI sec. 6.0 no. 1-5, 9, 19, 20, 22, and 26, the contractor shall provide support services to administer data in both Oracle and MS SQL Server environments as follows:

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- a. Document data model requirements for portability of database tables.
- b. Identify and analyze data sources and load the data from those data sources in databases as required by GFI 6.0 no. 2-6, and 26.
- c. Perform routine data modeling, data profiling, and extended data cleaning capabilities.
- d. Develop extraction, transformation, and loading (ETL) code to accept data from various sources into data stores, for Government review and approval. Upon Government approval, execute ETL for data migration from one source to another.
- e. Build data quality processes per customer requirements, according to industry standards.
- f. Document and perform verification and validation on the information in data repositories and correct data-related problems.

<u>Deliverables:</u> Provide database design description per CDRL A009. Provide technical information report per CDRL A00C.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

4.9.5 Database Filtering

Using applicable documents sec. 3.0 no. 1-9, 18, 29, 30, 34, 35, 36, and 37, and GFI sec. 6.0 no. 1-5, 9, 19, 20, 22, and 26, the contractor shall develop and implement database filters for dynamic, incoming data streams (email, web crawling, web posting) in conjunction with the following:

- a. Using GFI 6.0 no. 26, securing classification level by screening incoming data (email, web crawling, web posting, etc). Screening incoming data (email, web crawler, web postings, etc.) to ensure it is valid and safe data from hackers/spammers/malware/etc by using contextual filtering engines as pre-processing pipes for incoming data, crawler data, and indexing processes.
- b. Using GFI 6.0 no. 26, automate notifications to desktops or wireless devices based on review of incoming data (email, web crawling, web posting).
- c. Using GFI 6.0 no. 26, develop custom tools for dynamic filtering for information defense, live tip monitoring, analysis, routing, alerts and despamming, for review and approval by Government. Upon Government approval, execute filtering tools to send an alert to desktop or wireless device alerting user of a possible issue.
- d. Using GFI 6.0 no. 26, develop contextual filtering for secure exchange of knowledge among participating users dynamically sharing data.

Deliverables: Deliver Engineering Database & Configuration Management per CDRL A00E.

<u>Performance Standards</u>: See attached Technical Performance Standards table for applicable performance standards for this task.

4.9.6 Database Access

Using applicable documents sec. 3.0 no. 1-9, 18, 29, 30, 34, 35, 36, and 37, and GFI sec. 6.0 no. 1-5, 9, 19, 20, 22, and 26, the contractor shall provide support services to dynamically access the information from both Oracle and MS SQL Server databases as follows:

- a. Using GFI 6.0 no. 26, develop complex queries of data warehouses and produce output in the form of multi-media reports or data extracts exportable to various formats.
- b. Using GFI 6.0 no. 2-6, and 26, implement and maintain batch query processes and interfaces.
- c. Using GFI 6.0 no. 2-6, and 26, update indices, extract information from text, and update results

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against user standing queries in batch process modes.

- d. Using GFI 6.0 no. 2-6, and 26, develop single query and name search capabilities.
- e. Using GFI 6.0 no. 2-6, and 26, develop Application Programming Interface (API) code.
- f. Using GFI 6.0 no. 26, integrate document tracking databases to process deletes into a delete list.
- g. Using GFI 6.0 no. 2-6, and 26, build templates for viewing structured data.
- h. Using GFI 6.0 no. 2-6, and 26, and 28, design, develop, modify, enhance, and customize user interfaces for review and approval by Government. Upon Government approval, deploy interfaces.
- i. Using GFI 6.0 no. 26, baseline and store all APIs and database code in a common, customer accessible repository.

<u>Deliverables:</u> Provide technical information report per CDRL A00C. Deliver Engineering Database & Configuration Management per CDRL A00E.

<u>Performance Standards</u>: See attached Technical Performance Standards table for applicable performance standards for this task.

4.9.7 Database Profiles

Using applicable documents sec. 3.0 no. 1-9, 18, 29, 30, 34, 35, 36, and 37, and GFI sec. 6.0 no. 1-5, 9, 19, 20, 22, and 26, the contractor shall develop database routines to save, reuse, and share profiles to manage profile libraries for software solutions as follows:

- a. Using GFI 6.0 no. 26, develop routines to automatically classify data based on filtering profiles, and to use feedback and adaptive learning for improving profiles.
- b. Using GFI 6.0 no. 26, develop restricted libraries and profiles for data to restricted libraries.
- c. Using GFI 6.0 no. 26, document, develop, test, implement, and maintain profiles.
- d. Using GFI 6.0 no. 5, 7, 18, and 26, conduct database profile testing.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

<u>Deliverables:</u> Provide software programmers guide per CDRL A007. Provide lessons learned per CDRL A00A.

4.10 Training

Using applicable documents sec. 3.0 no. 14, 23,and 33, and GFI sec. 6.0 no. 2, 9, 10, 26, and 28, the contractor shall provide training support services and develop training and training materials for IT software and hardware as follows:

- a. Customize existing COTS/GOTS software/hardware user manuals, computer-based training, and classroom training for users.
- b. Provide hands-on training for Code 114 system to users.
- c. Provide guidance for COTS/GOTS to NUWCDIVNPT system users.
- d. Perform post-training analysis with students to improve training and identify and prioritize changes to training.

<u>Performance Standards:</u> See attached Technical Performance Standards table for applicable performance standards for this task.

5.0 PROGRESS REPORTS

The contractor shall deliver monthly cost and performance reports in accordance with contract clause C16S-Cost

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and Performance Reporting, Contractor Progress Report per CDRL A001.

6.0 GOVERNMENT-FURNISHED EQUIPMENT/INFORMATION

The contractor shall be provided with the following Government-furnished equipment/Government-furnished information (GFE/GFI) as applicable to execute assigned tasks detailed in Technical Instructions (TIs).

- 1) Type A specifications
- 2) Interface Design Specifications
- 3) Program Performance Specifications
- 4) Program Design Specifications
- 5) Database Design Specifications
- 6) Program Description Documents
- 7) Computer Program Test Plans
- 8) Computer Program Test Specifications
- 9) System Operator's Manuals
- 10) Operator's Manuals
- 11) Software Development Plan
- 12) Software CM Plans
- 13) Software QA Plans
- 14) Program Management Plans
- 15) Life Cycle Management Plans
- 16) Integrated Logistic Support Plans
- 17) Operational Logistic Support Summaries
- 18) Test and Evaluation Master Plans
- 19) Computer Security-Related Documentation
- 20) Certification and Accreditation Plans
- 21) Service-Oriented Architecture (SOA) Specifications
- 22) Security and Technical Implementation Guides (STIGs)
- 23) IT procurement policies
- 24) Financial Models
- 25) Templates
- 26) Standard Operating Procedures (SOPs)
- 27) Service Level Agreements (SLAs)
- 28) Project Service Requests (PSRs)

7.0 QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of CDRLS.

Contractor performance is evaluated based upon how well the services achieve the overall objective defined in SOW paragraph 4.0. Specifically performance is evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality is evaluated and against the performance standards and goals defined in the specific standards identified in the task paragraphs. Responsiveness is evaluated based upon the Government experience interacting with the contractor during performance. Timeliness is evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost is evaluated based upon the contactor's ability to manage to the negotiated costs. See performance standards table for specific CDRL standards.

The following Clauses are incorporated by Full Text:

CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) LANGUAGE (OCT 2012)

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The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division, Newport, RI (N66604) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil.

HQ C-1-0001 ITEMS: 4000 & 7000 Series CLINs - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

- (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 data 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

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media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)

- (a) <u>Baseline Definition</u> For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.
- (b) <u>General Requirement</u> (1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.
- (2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.
- (c) Engineering Change Proposals (ECPs) ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.
- (d) Non-Engineering Change Proposals (NECPs) An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.
- (e) <u>Deviations and Waivers</u> In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the

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degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

- (f) <u>Equitable Adjustments for Change Documentation Preparations</u> For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:
- (1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.
- (2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.
- (3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.
- (4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.
- (5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.
- (6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).
- (g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

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

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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).

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.

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(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.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.
- (d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
- (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).
- (e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this

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contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

HQ C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

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- (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.

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.

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

- (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/EIA Std. 12207.0;
- (2) Contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans and Procedures in Table 1 of IEEE/EIA Std. 12207.1. 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/EIA Std. 12207 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;
- (5) Include the content defined by all information items listed in Table 1 of IEEE/EIA Std. 12207.1, as appropriate for the system and be consistent with the processes proposed by the developers;
 - (6) Adhere to the characteristics defined in section 4.2.3 of IEEE/EIA Std. 12207, 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/EIA Std. 12207.0, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the

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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 section 6.5.3a of IEEE/EIA Std. 12207.1, 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.

C16S COST AND PERFORMANCE REPORTING (OCT 2012)

- (a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into Wide Area Workflow (WAWF). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.
- (b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.
- (c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(1) Access:

- a) eCRAFT: Reports are uploaded through the Electronic Cost Reporting and Financial Tracking (eCRAFT) System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecraft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.
 - b) WAWF: See Section G Clause HQ G-2009 and 252.232-7006.

(2) <u>Format</u>.

- a) eCRAFT: Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft) as defined in the EPRU manual.
- b) Contractor's Performance Report: The pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is mandatory.
- (3) <u>Scope and Content</u>. Costs incurred under this contract/task order are to be segregated at the lowest level of performance, either task, subtask or Technical Instruction (TI), rather than on a total task contract/order basis.
- a) eCRAFT: Supporting documentation in eCRAFT shall include summaries of work charged during the period covered.

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b) Contractor's Performance Report:

- (i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).
- (ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.
- (iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart, including the addition/deletion of any subcontractors and key personnel.
- (iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.
- (v) Report all trips and significant results. This shall be a full breakdown, including locations, names of the people who travelled, and costs.
- (vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as technical instructions, e-mails, telephone conversations, etc.
- (vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.
 - (viii) Report plans for activities during the following reporting period.
- (ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(4) Submission and Approval.

- a) The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice into WAWF. The amounts shall be same. eCRAFT Approval will be indicated by e-mail notification from eCraft.
- b) <u>Distribution Statement</u>. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 59.
- (d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at: http://www.opm.gov/forms/index.asp

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Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACLC.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

- (b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available under "Contractor Info" at: http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx
- (c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf
- (d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf
- (e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C26S INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON-DOD INFORMATION SYSTEMS (JUL 2012)

- (a) The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in DoD Instruction 8582.01 Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address: http://www.dtic.mil/whs/directives/corres/pdf/858201p.pdf
- (b) Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.
- (c) Contractor personnel that have not been briefed on DoD Instruction 8582.01 Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.
- (d) Subcontracts. If the Contractor issues any subcontracts in which the subcontractor will have access

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to unclassified DoD information, the Contractor shall include this clause.

C56S ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (MAR 2010)

(a) Each Electronic and Information Technology (EIT) item or service provided under this order shall comply with the EIT Accessibility Standards listed below:

```
_X__36 C.F.R. § 1194.21 - Software applications and operating systems
_X__36 C.F.R. § 1194.22 - Web-based and internet information and applications
___36 C.F.R. § 1194.23 - Telecommunications products
___36 C.F.R. § 1194.24 - Video and multimedia products
_X__36 C.F.R. § 1194.25 - Self contained, closed products
_X__36 C.F.R. § 1194.26 - Desktop and portable computers
_X__36 C.F.R. § 1194.31 - Functional Performance Criteria
_X__36 C.F.R. § 1194.41 - Information, Documentation, and Support
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(b) The Contractor shall provide a Voluntary Product Accessibility Template (VPAT) for items or a Government Product/Service Accessibility Template (GPAT) for service to document compliance with the indicated Section 508 Standards.

Please refer to http://www.buyaccessible.gov/ for more information on VPATs and GPATs or contact http://www.access-board.gov/contact.htm or www.gsa.gov/section508

(c) The Contractor shall comply with the VPAT or GPAT document submitted. If the Contracting Officer determines that any item or service delivered under this order does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the order, the Government will have the rights and remedies contained in the basic contract.

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SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

UW D-2-0001 MARK FOR INFORMATION (AUG 2017)

(a) The Contract shall include the following "Mark For" information clearly marked on all packages (or items themselves if they are not packaged) delivered under this contract/order:

(b) The contractor shall also include in each package delivered (or affixed to the item itself if it is not packaged) a packing slip which lists the items included by Contract Line Item Number (e.g., 0001, 0002).

HQ D-1-0001 DATA PACKAGE LANGUAGE

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

HQ D-2-0006 MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

- (a) <u>Marking</u>. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) <u>Packing List(s)</u>. 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. 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 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

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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) <u>Part Identification</u>. 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.

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

- (a) <u>Marking</u>. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.
- (b) <u>Packing List(s)</u>. 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) <u>Master Packing List</u>. 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) <u>Part Identification</u>. 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:

|) name and business address of the Contractor |
|---|
|) contract number |
|) contract dollar amount |
|) whether the contract was competitively or non-competitively awarded |
|) sponsor: |
| (Name of Individual Sponsor) |
| (Name of Requiring Activity) |
| (City and State) |

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SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)

The following Clauses are incorporated by Full Text:

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Items: 4000 & 7000 Series CLINs - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

The following Clauses are incorporated by Full Text:

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

| SLIN | Funding | Base or Option # | Period of Performance |
|------|---------|------------------|-----------------------|
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* If option is exercised

NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will bilaterally modify the schedule. The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise of the option for a period not to exceed 12 months.

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

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.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at NUWCDIVNPT in Newport, RI or other locations, as required by the statement of work.

Travel and remote support is antipicated to following government facilities: AUTEC - West Palm Beach, FL, Andros Island, Bahamas, Seneca Lake, NY; Fishers Island, NY, Dodge Pond, CT, Kings Bay, GA, Ft. Story, VA, Bangor, WA, Bugg Springs, FL, Norfolk, VA and the Electronic Technical Work Documents (ETWD) project located at Portsmouth, NH Naval Shipyard, as required by the statement of work and identified in Technical Instructions.

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SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

NOTE TO THE PAYMENT OFFICE

DFARS 252.204-0002 Line Item Specific: Sequential ACRN Order (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/Numeric; Numeric/Alpha; and Numeric/Numeric.

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

- (a) Definitions. As used in this clause—
- "Department of Defense Activity Address Code (Dc 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
- (2) Be registered to use WAWF at https://wawf.eb.mil/_following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor 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

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

NOT APPLICABLE

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

Routing Data Table

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC | HQ0337 |
| Issue By DoDAAC | N66604 |
| Admin DoDAAC | S0701A |
| Inspect By DoDAAC | Not Applicable |
| Ship To Code | Not Applicable |
| Ship From Code | Not Applicable |
| Mark For Code | Not Applicable |
| Service Approver (DoDAAC) | N66604 |
| Service Acceptor (DoDAAC) | Not Applicable |
| Accept at Other DoDAAC | Not Applicable |
| LPO DoDAAC | Not Applicable |
| DCAA Auditor DoDAAC | HAA661 |
| Other DoDAAC(s) | Not Applicable |

(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.

WAWF point of contact.

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

Jerry Palmer at (401)832-4964 or gerard.palmer@navy.mil

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

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) 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

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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 in 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.

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2012)

- (a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.
- (b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel that would constitute a change unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.
- (c) The Contracting Officer is:

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G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

- (a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.
- (b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:
- (1) All functions of FAR 42.302(a) except (3), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).
- (2) The function of FAR 42.302(b)(6).
- (c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Contracting Officer to delegate additional functions as necessary. The Contracting Officer may delegate authority by letter.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's senior technical representative, point of contact for performance under this contract is:

-

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Fax: 401-847-8833

Accounting Data

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SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are 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.

5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be <u>661,159</u> total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that <u>0</u> man-hours are uncompensated effort.

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

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

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- (d) The level of effort for this contract shall be expended evenly over the period of performance. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.
- (h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.
- (i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.
- (j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF

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FUNDS or

LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(k) The level of effort for each Contract Line Item Number (CLIN) for this task order is as follows:

| CLIN | Funding Type | Base or Option # | | Hours Government Site | Total Hours |
|------|--------------|---------------------|---|--------------------------|----------------|
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The term of each CLIN is defined in Section F of the Task Order.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. 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)

(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

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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:

| ITEM | ALLOTTED TO COST | ALLOTTED TO FEE | TOTAL AMOUNT ALLOTTED | ESTIMATED PERIOD OF PERFORMANCE |
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DELIVERY ORDER NO.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

- (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.

NOTE - KEY PERSONNEL

CONTRACT NO.

The following individuals are approved Key Personnel under this task order:

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5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

- (a) Performance of the work hereunder may be subject to written technical instructions signed by 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.

5252.245-9102 GOVERNMENT FACILITIES ON A RENT-FREE NONINTERFERENCE BASIS (SEP 1990)

The price or estimated amount (including fee), as applicable, for the performance of this contract is predicated upon rent-free use on a non-interference basis of the facilities in the possession of the Contractor accountable under Contract **N00178-04-D-4115-N423**.

5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-REIMBURSEMENT) COST TYPE (SEP 2009)

(a) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

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(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES:

Naval Undersea Warfare Center, Division Newport 1176 Howell Street Newport, RI 02841-1708

Buildings: 101, 102, 103, 104, 105, 111, 165, 1259, 1272, 1320, 1346 and

11 (located across the street on Naval Station Newport (Simonpierti Drive))

- (c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.
- *(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

ADDITIONAL ITEMS OF FACILITIES

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth in <u>Attachment #2</u>, 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 items listed in Attachment #2 for use in the performance of this contract.

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): N00178-04-D-4115-N423. 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.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

H81X TRAVEL RESPONSIBILITIES (OCT 2011)

There may be situations where contractor employees and government employees travel together in

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government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at (http://www.defensetravel.dod.mil/Docs/CarRentalAgreement.pdf) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below:

Wage Determination #: 2015-4089 Revision: 4 (as of 07/25/17) Area: Rhode Island, Statewide

The above Wage Determinations (WD) can be accessed from the following website: http://www.wdol.gov/

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows:

- 1. Were these services previously performed at this locality under an SCA-Covered contract? YES
- 2. Are any of the employees performing work subject to a CBA? NO
- 3. Are the contract services to be performed listed below as Non-Standard Services? NO
- 4. Were these services previously performed under an SCA wage determination that ends in an even number? Example: 1994-2104; or 1994-2114. YES.

The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

52.246-25 Limitation of Liability-Services (FEB 1997)

The following clauses are incorporated by reference in this task order. Applicable clauses incorporated by reference in the basic MAC contract also apply.

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011) 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) 52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort (OCT 2009) 52.215-23 Limitations on Pass-Through Charges (OCT 2009) 52.219-8 Utilization of Small Business Concerns (JAN 2011) 52.219-14 Limitations on Subcontracting (DEC 1996) **52.222-3** Convict Labor (JUN 2003) 52.222-17 Nondisplacement of Qualified Workers (JAN 2013) 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) 52.222-41 Service Contract Act of 1965 (NOV 2007) 52.222-54 Employment Eligibility Verification (JAN 2009) 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997) 52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011) 52.223-18 Contractor Policy to Ban Text Messaging While Driving (SEP 2010) 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (AUG 2011) 52.227-1 Authorization and Consent (DEC 2007) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007) 52.227-10 Filing of Patent Applications - Classified Subject Matter (DEC 2007) **52.232-20** Limitation of Cost (APR 1984) **52.232-22** Limitation of Funds (APR 1984) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984) 52.244-6 Subcontracts for Commercial Items (DEC 2010) 52.245-1 Government Property (AUG 2010) 52.251-1 **Government Supply Sources (AUG 2010)**

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| 252.204-7005 | Oral Attestation of Security Responsibilities (NOV 2001) |
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| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010) |
| 252.223-7006 | Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) |
| 252.227-7013 | Rights in Technical Data Noncommercial Items (MAR 2011) |
| 252.227-7016 | Rights in Bid or Proposal Information (JAN 2011) |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011) |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information with Restrictive Legends (MAR 2011) |
| 252.227-7039 | Patents - Reporting of Subject Inventions (APR 1990) |
| 252.231-7000 | Supplemental Cost Principles (DEC 1991) |
| 252.235-7010 | Acknowledgment of Support and Disclaimer (MAY 1995) |
| 252.235-7011 | Final Scientific or Technical Report (NOV 2004) |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property (FEB 2011) |
| 252.245-7002 | Reporting Loss of Government Property (FEB 2011) |
| 252.245-7003 | Contractor Property Management System Administration (APR 2012) |
| 252.245-7004 | Reporting, Reutilization, and Disposal (APR 2012) |

The following Clauses are incorporated by Full Text:

- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)
- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments -
- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by -
- (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for -

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- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associatedinformation is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(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.

| Option No. | CLIN | Fund Type | Exercise Date – No Later Than |
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(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (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.

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

NOTE TO CONTRACTORS: EMPLOYEE CLASSES AND EQUIVALENT GOVERNMENT RATES CAN BE FOUND AT THE FOLLOWING DEPARTMENT OF LABOR AND OFFICE OF PERSONNEL MANAGEMENT WEBSITES -

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/SCADirectVers5.pdf

GOVERNMENT EQUIVALENT GS LEVELS:

http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/Vers5SCAIndex.pdf

and OFFICE OF PERSONNEL MANAGEMENT: http://www.opm.gov/OCA/10tables/index.asp

52.244-2 Subcontracts (OCT 2010)

- (a) Definitions. As used in this clause—
- "Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)
- "Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.
- "Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

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- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **Any new subcontracts not approved in the original task order award.**
- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
 - (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010)

(a) Definitions. As used in this clause—Government-assigned serial number means a combination of letters or numerals in a fixed human-readable information format (text) conveying information about a major end item, which is provided to a contractor by the requiring activity with accompanying technical data instructions for marking the Government-assigned serial number on major end items to be delivered to the Government.

Major end item means a final combination of component parts and/or materials which is ready for its intended use and of such importance to operational readiness that review and control of inventory management functions (procurement, distribution, maintenance, disposal, and asset reporting) is required at all levels of life cycle management. Major end items include aircraft; ships; boats; motorized wheeled, tracked, and towed vehicles for use on highway or rough terrain; weapon and missile end items; ammunition; and sets, assemblies, or end items having a major end item as a component.

Unique item identifier (UII) means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD-recognized unique identification equivalent.

- (b) The Contractor shall mark the Government-assigned serial numbers on those major end items as specified by line item in the Schedule, in accordance with the technical instructions for the placement and method of application identified in the terms and conditions of the contract.
- (c) The Contractor shall register the Government-assigned serial number along with the major end item's UII at the time of delivery in accordance with the provisions of the clause at DFARS 252.211–7003(d).
- (d) The Contractor shall establish the UII for major end items for use throughout the life of the major end item. The Contractor may elect, but is not required, to use the Government-assigned serial number to

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SECTION J LIST OF ATTACHMENTS

Exhibit "A": DD Form 1423 - Contract Data Requirements Lists (CDRLs) with Addendum

Attachment 1: DD Form 254 - Contract Security Classification Specification, Revision No. 4

Attachment 2: Government Property Made Available Form (GFP)

Attachment 3: Performance Requirements Summary (PRS) Table