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GENERAL INFORMATION

GENERAL INFORMATION

Distribution:

NAICS: 541330

SeaPort-e Solicitation #

NUWCDIVNPT Control Number:

NUWCDIVNPT Requisition Number:

NUWCDIVNPT Point of Contact:

This Task Order incorporates the following Technical Instructions (TI):

Section B:

- 1. Award Base Year CLINs 7100/9100 with a Period of Performance of 07/23/18 07/22/2019 (Note: Costs cannot be incurred on CLINs 7100/9100 prior to 07/23/2018.
- 2. Award Base Year CLIN 8100 with a Period of Performance of 23 July 2018 to 22 July 2019 (Note: Costs cannot be incurred on CLINs 8100 prior to 23 July 2018).
- 3. Clause "Fee Table (JUL 2012)" is updated to include award specific information.
- 4. Clause HQ B-2-0010 "NOTE (OPTION)" is deleted in its entirety.
- 5. Clause "Note C (ODC)" is deleted in its entirety.
- 6. Establish new Informational CLINs as follows: 7101 and 9101.
- 7. Establish Priced SLINs 7101AA and 9101AA and Informational SLIN 810001.

Section F:.

- 1. Update Clause "F1S PERIOD OF PERFORMANCE (JUN 2010)" to include award specific information.
- 2. Add Periods of Performance for newly established Priced SLINs: 7101AA, 9101AA and Informational SLIN: 810001.

Section G:

- 1. Accounting and Appropriation Data: LLAs: (AA/7101AA, AB/810001 and AA/9101AA) are added to reflect initial task order funding.
- 2. Update Clause 252.232-7006 "Wide Area Workflow Payment Instructions" (MAY 2013) to include award specific information.
- 3. Update Clause UW G-2-0002 (Alt 1) "Contractual Authority and Communications" (MAR 2017) to include award specific information.

Section H:

- 1. Revise Clause 5252.237-9106 "Substitution of Personnel" (SEP 1990) to add "See Attachment 4: List of Approved Key Personnel."
- 2. Revise Clause 5252.216-9122 "Level of Effort- Alternate 1 (May 2010)".
- 3. Clause H83S: Service Contract Act Wage Determination: (Aug 2008) is updated to reflect the current wage determination.

Section I:

1. Update Clause 52.217-9 "Option to extend the term of the Contract" (MAR 2000) (NAVSEA Variation (APR 2015) to include award specific information.

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2. Update Clause 52.244-2 "Subcontracts" (OCT 2010) to reflect award specific information.

Section J:

- 1. Exhibit A: DD Form 1423: Contract Data Requirements List (with Addendum) is revised to include award specific information.
- 2. Attachment 1: DD Form 254: Contract Security Classification Specification is revised to include award specific information.
- 3. Attachment 4: "List of Approved Key Personnel" is added.

Sections K, L & M are deleted in their entirety.

As a result of the award of CLINs 7100/9100 and 8100, the total awarded value of the Task Order is increased by

The total potential value of this Task Order, if all options are exercised, is at time of Task Order award is hours.

total level of effort

The confirmed Task Order is contained in the SeaPort-e Portal and EDA.

All other terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

CPFF services in support of NUWCDIVNPT's Combat Systems Department (Code 25) \$0.00

Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee

CPFF

For Cost Type / NSP Items

Separately Priced (NSP)

Item PSC	Supplies/Services	Qty Unit	Est. Fiz Cost Fee	ked CPFF
7999	CDRLs in support of 7000 Series CLINs: Not	1.0 LO		NSP

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For FFP Items:

Item PSC Supplies/Services

 $\begin{array}{cccc} \text{Qty} & \text{Unit} & \begin{array}{ccc} \text{Unit} & & \text{Total} \\ \text{Price} & & \text{Price} \end{array}$

For FFP / NSP Items:

Item PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8999	CDRLs in support of 8000 Series CLINs: Not Separately Priced (NSP)	1.0	LO		NSP

For ODC Items:

Item PSC Supplies/Services

Qty Unit Est. Cost

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Item PSC Supplies/Services

Qty Unit Est. Cost

FEE TABLE (2012)

	Labor CLINs/SLINs	Fee/I	Hour *	Fee %	*
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ŀ	-	 _		L	
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The following Clauses are incorporated by Full Text:

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-2-0015 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 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) (APR 2015)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

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- (c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
 - (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

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

7100	Cost Reimbursement (CPFF)
7200	Cost Reimbursement (CPFF)
7300	Cost Reimbursement (CPFF)
7400	Cost Reimbursement (CPFF)
7500	Cost Reimbursement (CPFF)
7999	Not Separately Priced
8100	Fixed Price
8200	Fixed Price
8300	Fixed Price
8400	Fixed Price
8500	Fixed Price
8999	Not Separately Priced
9100	Cost Reimbursement (Cost Only)
9200	Cost Reimbursement (Cost Only)
9300	Cost Reimbursement (Cost Only)
9400	Cost Reimbursement (Cost Only)
9500	Cost Reimbursement (Cost Only)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

Code 25 Combat Control Systems

1.0 BACKGROUND

The Naval Undersea Warfare Center Division, Newport, (NUWCDIVNPT) Undersea Warfare (USW) Combat Systems Department (Code 25) provides full-spectrum systems engineering for the development, implementation and sustainment of Submarine Combat Control Systems. NUWCDIVNPT Code 25 also serves as the Technical Direction Agent (TDA) and In-service Engineering Agent (ISEA) for applicable Combat Control Systems. Current combat control systems include AN/BYG-1 Combat Control (CCS), Foreign Military Sales (FMS) systems, and future follow-on combat control systems and related subsystems.

The AN/BYG-1 Combat Control System consists of Tactical Control, Weapon Control, Payload Control, related subsystems, networks and capabilities for the eight USN variants and one Royal Australian Navy (RAN) variant. System evaluation requires operation of all AN/BYG-1 variants, interfacing non-propulsion electronic systems, submarine networks, external communications, sensors, navigation systems, weapons, Strategic Systems Programs (SSP) unique systems, test equipment and weapon simulators.

The FMS and International Combat Systems (ICS) consist of all or parts of Weapon Control, Tactical Control, Tube Control and Sonar that allow foreign militaries to prosecute targets and fire variants of the USN Mod 6 and 7 torpedoes.

2.0 SCOPE

The contractor shall provide engineering, technical expertise, and administrative services in support of NUWCDIVNPT Undersea Warfare Combat Systems Acquisition Division (Code 251) projects and program customers. The scope of this requirement shall include advance development, hardware and software engineering, systems engineering, system integration and test, fleet support, lab support and administrative services. System evaluation requires operation of all International Combat Systems including, Australia, Brazil, Canada, Netherlands, Taiwan and Turkey. Depending on system complexity, this may include eternal communications, navigation systems, sonar arrays, weapons and other legacy subsystems as well as weapon simulators and test equipment.

The services performed under this task order support NUWCDIVNPT Code 251 and fall within the scope of paragraphs 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.14, 3.16, 3.19, and 3.20 of the Basic SeaPort-e Statement of Work.

NUWCDIVNPT Code 251 executes combat control systems engineering tasking from the following sponsors:

- Program Executive Office, Submarines;
- Strategic Systems Programs (SSP);
- Commander, Submarine Force (COMSUBFOR),
- Commander, Submarine Force Pacific (COMSUBPAC);
- Commander, Submarine Force Atlantic (COMSUBLANT),
- Office of Naval Research (ONR),
- Royal Australian Navy (RAN),
- Allied nations under Foreign Military Sales, and
- Other NUWC departments (combat systems related engineering efforts)

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The contractor shall perform work onboard submarine vessels, contractor facilities, Government facilities, fleet sites, program offices and submarine development squadrons in support of Code 251 project and program customers.

The type of funds applicable to this requirement include: Research, Development, Testing, and Evaluation (RDT&E); Research, Development, Test & Evaluation, Defense Agencies (RDDA); Ship Construction & Conversion (SCN); Other Procurement (OPN); Operations and Maintenance (O&MN), Foreign Military Sales (FMS), Weapons Procurement (WPN), Navy Working Capital Fund (NWCF) and Special Deposit (SPDP) funding. NWCF funds include Overhead, Service Cost Center (SCC) and Capital Investment Program (CIP) funds.

3.0 APPLICABLE DOCUMENTS

The following specifications, standards, instructions, policies, and procedures apply to this requirement:

Number	Name	Task Number
	DOD Manual 4120.3-M Defense Standardization and	4.2.1, 4.2.2, 4.2.3,
3.1	Specification Program Policies, Procedures and Instructions	4.3.2, 4.4.2
	Publications	
3.2	IEEE/EIA 12207 Information Technology – Software Life	4.2.1, 4.2.2, 4.2.3,
3.2	Cycle Processes	4.3.2, 4.5.3
3.3	MIL-STD-31000A Detail Specification Technical Data	4.2.2, 4.7.2
	Packages	
3.4	DOD STD 2167A Defense System Software Development	4.3.2, 4.4.5
	Technical Requirements Manual for Temporary Submarine	4.3.3, 4.3.4, 4.3.5, 4.5.3
3.5	Alterations, (NAVSEA S9070-AA-MME-010/SSN/SSBN),	
	Third Revision, ACN-1	
3.6	MIL-STD-882D Standard Practice for System Safety	4.3.4, 4.4.4, 4.5.2,
3.0	WILE-STD-002D Standard Fractice for System Safety	4.5.3, 4.6.1, 4.6.2, 4.6.3
3.7	MIL-STD-961E Department of Defense Standard Practice	4.2.1, 4.2.2, 4.2.3,
3.7	for Defense Specifications	4.3.2, 4.4.5
3.8	OPNAVINST 3960.10C Test and Evaluation	4.1.4, 4.4.1, 4.4.2
3.9	OPNAVINST 5510.1H Department of the Navy Information	4.4.5, 4.7.2
3.9	and Personnel Security Program Regulation	
2.40	OPNAVINST S5513.5B Department of Navy (DON) Security	4.4.3, 4.4.4, 4.4.5,
3.10	Classification Guidance for Undersea Warfare Programs	4.5.2, 4.5.3, 4.5.4, 4.7.4
3.11	SSP OD61424 SP23 Shipboard Systems Development and	4.3.3
3.11	Deployment Policies and Processes	
2.40	MIL-STD-130G Identification Marking of U.S. Military	4.6.1, 4.6.2, 4.6.3
3.12	Property	

4.0 REQUIREMENTS

The Government will provide Technical Instructions (TIs) to the contractor in performance of all tasking described herein. TIs will be issued at the time of funding obligations and detail which tasking the funding is provided in support of and specifying any applicable Government Furnished Information (GFI) and Applicable Documents the Government anticipates will be required to perform the tasking. The following tasks shall be performed by the contractor in accordance with the Applicable Documents stated in Section 3.0 and using the GFI stated in Section 6.0.

4.1 Advance Development Services

4.1.1 Technical Investigation and Evaluation of new Technology

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The contractor shall perform technical investigations and evaluations regarding combat control system advance development which includes application of emerging technology and concept development and provide recommendations to the Government for final determination. Concept development shall include actual development of experiment design, setup and execution which may be conducted at shore sites or on board USW platforms. Technical evaluations shall include the combat systems modifications and integration of upgraded and future payloads.

4.1.2 Design and Operational Concept Development

The contractor shall develop for Government review and final determination, feasibility and design concepts, operational concepts, and trade-off analyses for incorporating emergent technologies into combat systems.

4.1.3 New Capability Candidates

The contractor shall review content of new capability and functionality candidates for combat systems for each Technical Insertion (TI)/Advance Processor Baseline (APB) revision and provide recommendations to the Government for final determination.

4.1.4 Analysis of Advance Development Research & Testing

The contractor shall provide analysis of advance development research and testing of the submarine combat systems and submit recommended solutions to overcome technical deficiencies to the Government for final determination.

4.2 Systems Engineering Services

4.2.1 Technical Investigations

The contractor shall provide assessments that address commonality of approach, identify areas of non-compliance, and provide recommendations for meeting existing and future combat systems requirements to the Government for final determination.

4.2.2 Technical Reviews

The contractor shall prepare technical data packages in support of combat systems technical reviews. The contractor shall update and track action item and issue resolution status. The contractor shall update schedules of systems engineering technical reviews, document reviews, system upgrades and installations and provide to the Government for final determination.

4.2.3 Design Reviews

The contractor shall provide technical assessments and recommendations with respect to emergent issues that impact the design, operation, maintenance, upgrade, integration, and test of the combat systems, and provide recommended solutions to minimize or eliminate impacts, to the Government for final determination.

4.2.4 Risk Assessment

The contractor shall identify risks and recommend risk priorities, risk mitigation plans and status of risks of combat systems programs for Government final determination.

4.2.5 Qualification and Suitability

The contractor shall develop and update status tracking of environmental qualification testing (EQT), USW platform infrastructure services (space, power, cooling, cable plant), system safety, and Reliability, Availability, and Maintainability (RAM) for combat systems. Related to the above disciplines, the

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contractor shall investigate emergent problems, review requirements, design documents, perform technical analyses, and provide recommended solutions to the Government for final determination.

4.3 Hardware & Software Engineering Services

4.3.1 Power System Engineering

The contractor shall provide Power Systems Engineering technical installation and ship construction inputs to the Power Systems Engineering Group by recommending interface and testing requirements, developing suggested test methods and prototype equipment, performing analysis and generating required documentation. The contractor shall provide analyses to the Government for final determination.

4.3.2 Hardware & Software Prototyping

The contractor shall make recommendations for the design, development, and production of hardware and software components, to aid combat systems installation for Government final determination.

Upon Government approval, the contractor shall build and deliver prototype hardware and software components.

4.3.3 Preparation of Alteration Documentation

The contractor shall prepare, review, and update alteration, change and planning documentation in support of hardware and software alterations as well as integration and test events on USW platform, and provide to the Government for final determination.

4.3.4 Alteration Installation

The contractor shall install:

- Hardware and Software Ordnance Alterations (ORDALTs).
- Operational Alterations (OPALTs),
- Ships Alterations (SHIPALTs),
- Temporary Alterations (TEMPALTs),
- SSP Alterations (SPALTs),
- Engineering Changes Instructions (ECIs)
- Temporary Engineering Change Instructions (TECIs)
- Trident Change Modifications (TCMODs),
- Trident Engineering Changes (TECs),
- Trident Ship Alterations (TRIDs)
- Trident Software Update

4.3.5 Platform Alterations

The contractor shall recommend on-site solutions to emergent issues during the installation of hardware and software alteration (listed in Section 4.3.4) or prototypes delivered on submarines at shipyards, naval bases or test facilities for the Combat System programs. These recommended solutions shall be documented with recommended changes to the appropriate alteration document and provided to the Government for final determination.

4.3.6 Software Development Plan

The Contractor shall generate a software development plan based on the software to be delivered under subtask 4.3.2.

4.4 Integration & Test Services

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4.4.1 Integration and Test Planning

The contractor shall make recommendations for Combat System Certification and Testing requirements and activities including:

- Combat System Integration,
- Developing a Requirements Verification Matrix (RVM),
- Developing Test and Evaluation Master Plan (TEMP),
- Other documents to verify adherence to specifications,
- To support operational, performance, suitability, interface, network design, power, Electrical Magnetic Interference (EMI), Electromagnetic Compatibility, Circuit D, and Hull, Mechanical and Electrical (HM&E) interface related issues for Combat System programs.

The contractor shall provide test plans and recommendations to the Government for final determination.

4.4.2 Procedure Development

The contractor review system specifications and hardware and software program anomalies for testing requirements and provide recommendations to the Government for final determination. Upon Government approval, the contractor shall develop, modify, review and maintain test procedures for the laboratory, shipyard, dockside and at-sea tests to support the system evaluation of Combat Control Systems and subsystems.

4.4.3 Laboratory Testing Conduct

The contractor shall conduct laboratory testing for combat systems including:

- Factory Acceptance Tests (FATs),
- Formal Qualification Tests (FQTs),
- Performance Verification Tests (PVTs),
- Verification and Validation (V&V) testing,
- Integration Tests,
- External Interface Tests (EITs),
- System Acceptance Tests (SATs),
- Endurance Tests, Reliability, Operability and Interoperability testing,
- Weapon Compatibility Tests (WCTs),
- Requirement Verification Tests,
- System Operational Readiness Tests (SORTs),
- Developmental Tests (DTs) and dry runs, and
- Regression Testing on the Combat System.

4.4.4 Dockside and At-Sea Testing Conduct

The contractor shall conduct shipboard (dockside and at-sea) testing for combat systems including:

- Weapon Compatibility Test (WCT),
- Navy Certification (NAVCERT),
- TOMAHAWK Dockside and At-Sea Alignment Tests (DSAT/ASAT),
- Operational Test Launch (OTL),
- Flight Test (FT) Launch,
- Performance Evaluation (PERFEVAL),
- Technical Evaluation (TECHEVAL),
- Operational Evaluation (OPEVAL),
- Follow-On Test & Evaluation (FOT&E)

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- Tactical Development Exercise (TACDEVEX),
- Weapon System Accuracy Trials (WSAT),
- Submarine Combat System Certification and Assessment Program (SCSCAP),
- Range Exercises (RANGEXs),
- Combat System Installation Certification (CSIC),
- Combat System, Non-Propulsion Electronic Systems (NPES) Operability Verification Evaluation (NOVE).

4.4.5 Data Reduction and Analysis of Combat System Testing

The contractor shall develop analysis tools in a format compatible with Government networks, databases, and existing tools. The contractor shall conduct data reduction and analysis of combat system testing. The contractor shall provide the analysis and evaluation to the Government for final determination.

4.5 Fleet Support Services

4.5.1 Investigation of Fleet Problems

The contractor shall conduct technical investigations of fleet reported issues and provide recommendations to the Government for final determination.

4.5.2 Installation and Checkout

In support of the installation and checkout of combat systems, both on hull and at shore sites, the contractor shall:

- Install hardware and software modifications
- Integrate and troubleshoot combat systems
- Identify and resolution of all configuration problems
- Verify the proper communication of all system nodes
- Verify the availability of all required system software
- Verify compliance with end-to-end requirements and provide listing of areas of non-compliance and recommended corrective actions to the Government for final determination
- Provide on-the-Job Training (OJT) to military shipboard personnel in conjunction with the above activities

4.5.3 Field Support

The contractor shall provide field support engineering services for the following activities:

- (1) Maintenance, Repair and Updates,
- (2) Software Trouble Reporting and Resolutions, and
- (3) Operator Training

4.5.4 Procedural Documentation

The contractor shall develop and provide recommendations to the Government for Ordnance Document (OD) 44979 Firing Craft Operating Procedures and Checklists for use aboard submarine platforms to provide fleet personnel a single, consolidated set of operating procedures and checklists requisite to loading, handling, inspection and conduct of pre-launch, launch, and post-launch operations of all tactical weapons and combat control systems aboard submarine platforms.

4.5.5 Documentation Development

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The contractor shall develop and provide recommendations to the Government for Firing Craft Operating Procedures and Checklists for new configuration platforms such as new construction submarines, in-service submarines receiving upgraded combat control systems, launcher system design improvements by Ordnance Alterations (ORDALTS), as well as alterations and improvements (A&I) that include Special Operating Forces (SOF) and submarine launcher-employed emerging technologies defined as Special Projects.

4.5.6 Documentation Sustainment

The contractor shall maintain the Firing Craft Operating Procedures and Checklists inventory by updating procedural documentation, recommend Urgent Change Notices (UCNs), Advanced Change Notices (ACNs) and Temporary Change Notices (TCNs), and apply recommendations provided by the Government.

4.5.7 Documentation Promulgation

The contractor shall promulgate approved OD44979 Firing Craft Operating Procedures and Checklists including UCNs, ACNs, and TCNs to the submarine force.

4.5.8 Operating, Materials and Supplies (OM&S) Support

The contractor shall investigate and perform fair market analysis of hardware. The contractor shall maintain a master matrix of material requests, procurements receipts and deliveries. This includes performing data entry necessary to support purchase ordering and updating of the OM&S database.

4.6 Laboratory Support Services

4.6.1 Laboratory Hardware Support

In support of combat system laboratory facilities, the contractor shall fabricate, modify, install, and repair laboratory equipment brackets, components, cables/fibers and assemblies associated with the installation, upgrade, maintenance, and operation of combat system laboratories. The contractor shall configure and modify laboratory Tactical and Commercial Equipment, Racks, and Components in preparation for laboratory test events using material.

4.6.2 Preventative and Corrective Maintenance

In support of combat systems laboratory facilities, the contractor shall perform preventative and corrective maintenance on Government-owned equipment, located in Government laboratories or on Submarine Fleet equipment by executing the following tasks:

- Correct and repair laboratory problems
- Set up, configure, prepare, test and maintain integration and submarine fleet equipment
- Identify and resolve all configuration problems
- Verify the proper communication of all system nodes
- Verify the availability of all required system software
- Maintain the laboratory through daily and weekly preventative equipment maintenance
- Identify laboratory problems by type (Hardware/Firmware/Software) and location (System/Subsystem/Equipment)
- Provide recommendations on coordinating integration facility activities to the Government for final determination

4.6.3 System/Subsystem Technical Support

The contractor shall provide system and subsystem level technical support to laboratory users, Fleet Personnel, and Fleet Support Personnel engaged in Combat Control System Problem

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Investigation/Resolution, Formal/Informal Integration, Certification, Production Test Program Testing, Submarine Warfare Federated Tactical Systems Testing, and Hardware/Software Development by executing the following tasks:

- Configure the laboratory prior to test events
- Identify and resolve all configuration problems
- Verify the proper communication of all system nodes
- Verify the availability of all required system software
- Monitor System and Subsystem Equipment physical performance during test events
- Provide operational load and boot assistance
- Perform engineering evaluations for all approved changes and assess impacts to the laboratories
- Provide comments and recommended changes to Maintenance, Technical, Configuration Management, and Logistics documentation
- Analyze expanded laboratory operational requirements, including ventilation, air conditioning, heating, cooling, water, lighting, and power
- Provide technical recommendations regarding equipment status and problems per Government problem report database
- Assess current laboratory infrastructure's capability to support the requirements of the expanded
 facility; perform incoming and outgoing inspections on all equipment delivered to or removed from
 the laboratories; document analysis; and deliver to the Government for final determination.

4.6.4 Investigate parts compatibility and obsolescence

The contractor shall investigate availability and compatibility of parts used in the laboratory and provide recommendations to the Government for replacement. The contractor shall track the storing and issuing of materials, in Code 25 laboratory supply areas, for laboratory equipment upgrades or repairs required to maintain the operations of combat system laboratories.

4.7 Administrative Services

4.7.1 Periodic Reports

The contractor shall prepare and provide weekly highlights, progress reports, and trip reports that identify current status, accomplishments, and issues related to the assigned tasks.

4.7.2 Meeting Support

In support of requirement reviews, technical reviews, design reviews, program reviews, planning meetings, working group meetings and other technical meetings, the contractor shall develop and deliver:

- Presentation packages and briefing materials,
- Prepare conference reports,
- Provide technical data inputs, and
- Provide recommendations for resolving assigned action items and technical issues to the Government for final determination

4.7.3 Planning and Scheduling

The contractor shall provide recommendations for planning, and scheduling of the AN/BYG-1 CCS, FMS systems, related subsystems and future follow-on combat control systems, throughout its life-cycle. The Contractor shall provide these recommendations to the Government for final determination.

4.7.4 Documentation Preparation

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The contractor shall prepare, review, update, and provide combat systems documentation to the Government for final determination. The type of documentation shall include:

- Planning documentation,
- Requirements specifications,
- Interface requirements specifications,
- Change documentation,
- Alteration documentation,
- Test and analysis documentation and reports

The contractor shall support the document review process by:

- Generating the document review package
- Distributing the document review package to the assigned reviewers
- Collating comments received against the package
- Tracking adjudication of comments received

5.0 DELIVERABLES

Number	Name	Task Number
A001	TECHNICAL REPORT – STUDY/SERVICES	4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.2.1, 4.2.3, 4.2.4, 4.2.5, 4.3.1, 4.3.2, 4.3.3, 4.4.1, 4.4.6, 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.5.5, 4.6.2, 4.6.3, 4.6.4, 4.7.1, 4.7.3
A002	TEST PLAN	4.1.1, 4.4.1
A003	TEST PROCEDURE	4.1.1, 4.4.2
A004	TEST/INSPECTION REPORT	4.1.1, 4.3.4, 4.3.5, 4.4.3, 4.4.4, 4.6.2
A005	PRESENTATION MATERIAL	4.1.3, 4.2.1, 4.2.2, 4.4.5, 4.7.2
A006	REPORT, RECORD OF MEETINGS/MINUTES	4.2.2, 4.7.2
A007	REVISIONS TO EXISTING GOVERNMENT DOCUMENTS	4.2.2, 4.2.4, 4.3.4, 4.5.4, 4.5.5, 4.5.6
A008	SOFTWARE DEVELOPMENT SUMMARY REPORT	4.3.2, 4.3.3, 4.4.5

6.0 Government Furnished Information (GFI)

Number	Name	Task Number
6.1	Emergent Technology Descriptions	4.1.1, 4.1.2, 4.1.3, 4.1.4
6.2	Emergent Issue Definitions	4.1.1, 4.1.2, 4.1.3, 4.1.4
6.3	Studies/Analyses/White Papers/Reports	4.1.4,
6.4	Submarine Combat System Modernization Chart/Schedule	4.2.1, 4.2.2, 4.2.3, 4.2.5, 4.6.1
6.5	Ship Specifications	4.2.1, 4.2.2, 4.2.3, 4.2.5, 4.3.1
6.6	Subsystem Requirements Specifications	4.2.1, 4.2.2, 4.2.3, 4.2.5, 4.6.1

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6.7	Interface Requirements Specifications	4.2.1, 4.2.2, 4.2.3, 4.2.5
		4.2.1, 4.2.2, 4.2.3,
6.8	Interface Control Documents	4.2.5
		4.2.1, 4.2.2, 4.2.3,
6.9	Configuration Item (CI) Specifications	4.2.5
		4.2.1, 4.2.2, 4.2.3,
6.10	Design Documents and Data Packages	4.2.5
2.44		4.2.1, 4.2.2, 4.2.3,
6.11	Configuration Management Plans	4.2.5
6.12	Risk Management Plans	4.2.4
C 40	Custom Engineering Plans	4.2.1, 4.2.2, 4.2.3,
6.13	System Engineering Plans	4.2.4
		4.2.1, 4.2.2, 4.2.3,
6.14	Problem Reporting System	4.4.3, 4.4.4, 4.4.5,
		4.5.1
6.15	System Level Drawings (Level 1, 2, 3) & Technical Data Packages	4.2.2, 4.2.3, 4.2.4,
6.16	Engineering Changes (e.g. ECs, PECPs, TECIs)	4.3.3, 4.3.4, 4.5.3
6.17	Test Plans / Procedures / Documents / Reports	4.1.4, 4.4.1, 4.4.2,
0.17	lest Flans / Flocedules / Documents / Reports	4.4.3, 4.4.4, 4.4.5
6.18	Alteration Documentations (e.g. TEMPALT/OPALT/SHIPALT /ORDALTS)	4.3.3, 4.3.4, 4.5.3
6.19	Change Documentation (e.g. ECI, TECI, EC, BCR)	4.3.3, 4.3.4, 4.5.3
0.00	Maintenance, Technical, Configuration Management, and	4.4.2, 4.5.2, 4.5.3,
6.20	Logistics Documentation	4.5.4, 4.5.5, 4.5.6
6.21	Installation Plans Procedures	4.3.4
6.22	Code 25 Laboratory Operating Procedures	4.6.1, 4.6.2, 4.6.3
6.23	Laboratory and Support Area Drawings	4.6.1, 4.6.2, 4.6.3
6.24	Planning / Schedule Documentation	4.7.2, 4.7.3

7.0 QUALITY SURVEILLANCE & 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 deliverables.

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards as defined in the Performance Requirements Summary Table (PRST), Attachment 2. Responsiveness will be evaluated based upon the Government's experience interacting with the Contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contactor's ability to manage to the negotiated costs.

The following Clauses are incorporated by Full Text:

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

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

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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: CLINs 7999 and 8999 - 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 A, attached hereto.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

- (a) Performance under this contract may require that the contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the contractor has agreement(s).
- (b) The contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

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

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

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

- (a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.
- (b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.
- (c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include

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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.
- (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

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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 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.

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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.
- (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.

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(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) (SEP 2012)

- (a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:
- (1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE Std. 12207:2008;
- (2) Contain the information defined by ISO/IEC/IEEE 15289:2011, section 7.3 (generic content) and the Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process in Table 2 of ISO/IEC/IEEE 15289:2011. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;
- (3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;
- (4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE Std. 12207:2008 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;
- (5) Include the content defined by all information items listed in Table 2 of ISO/IEC/IEEE 15289:2011, as appropriate for the system and be consistent with the processes proposed by the developers;
- (6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE 15289:2011, as appropriate;
- (7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;
- (8) Be in accordance with the framework defined in IEEE Std. 12207:2008, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;
- (9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with 7.3 of ISO/IEC/IEEE 15289:2011, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

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(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)

FOR 8000 SERIES CLINS, ONLY PARAGRAPH (c)(3)(b) APPLIES

- (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) Format.

- (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.
 - (b) Contractor's Performance Report:

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- (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 02.
- (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 (AUG 2016)

(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: https://www.opm.gov/forms/standard-forms/

Contractor personnel requiring a Common Access Card, access to controlled unclassified information

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(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 Safety Information" at: http://www.navsea.navy.mil /Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx
- (c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Division Newport Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at: http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ /ContactUs/VisitorInformation.aspx
- (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//www.navsea.navy.navy.mil//www.navs
- (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.
- (f) The contractor shall perform in accordance with the following, as applicable:
- i. OSHA 29 CFR1910 General Industry Standard
- ii. OPNAV Instruction 5100.23 (series) Navy Safety and Occupational Health Program Manual
- iii. NUWCDIVNPT 5100.5 (series) Occupational Safety and Health
- iv. NUWCDIVNPT 5100.16 (series) Compressed Air Safety
- v. NUWCDIVNPT Emergency Action Guidelines
- vi. NAVFAC P307 NAVFAC: Management of Weight Handling Equipment
- vii. NUWCDIVNPTINST 5090.3 (series) Hazardous Materials Control Program
- (g) Prior to commencing any work that falls under the following areas, the contractor shall provide to the Contracting Officer's Representative (COR) (if no COR is assigned provide to the NUWCDIVNPT Safety Office Attn: Carol Bernier), on company letterhead, a complete listing of all qualified and trained employees who will perform the work:

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- i. Permit required Confined Space Program
- ii. Control of Hazardous Energy (Lock out / Tag out)
- iii. Respiratory Protection
- iv. Walking-Working Surfaces, Fall Protection Program and Scaffolding
- (h) The contractor shall follow the posted provisions of the building's Emergency Action Plan (EAP) for any mishap, incident, or emergency situation.
- (i) The contractor shall report unsafe work conditions and safety hazards to their supervisor, the COR, and the NUWC Safety Office.
- (j)The contractor shall notify the COR and the NUWCDIVNPT Safety Office as soon as practicable, upon learning that a mishap (injury / property damage) has occurred during the performance of work at NUWCDIVNPT.

C26 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 to unclassified DoD information, the contractor shall include this clause.

C57 EXCEPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

- (a) The Government has determined that this procurement is an exception to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194).
- (b) Notwithstanding that an exception exists, the Contractor may furnish items or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

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SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

HQ D-1-0001 DATA PACKAGING 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 with Change 1 dated 28 March 2013.

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(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:

- 52.246-4 INSPECTION OF SERVICES FIXED PRICE (AUG 1996)
- 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

Item(s) - <u>7000 Series CLINs</u> 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:

7100	7/23/2018 - 7/22/2019
7101AA	7/23/2018 - 7/22/2019
8100	7/23/2018 - 7/22/2019
9100	7/23/2018 - 7/22/2019
9101AA	7/23/2018 - 7/22/2019

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:

CLIN	FUNDING	BASE OR OPTION #	PERIOD OF PERFORMANCE
7100/9100	O&MN WPN; SCN; OPN; RDT&E RDDA; NUWC OH; SCC; CIP; WCF; SPDP; FMS	Base Year	7/23/2018 - 7/22/2019
7200/9200	O&MN WPN; SCN; OPN; RDT&E RDDA; NUWC OH; SCC; CIP; WCF; SPDP; FMS	Option 1*	7/23/2019 - 7/22/2020
7300/9300	O&MN WPN; SCN; OPN; RDT&E RDDA; NUWC OH; SCC; CIP; WCF; SPDP; FMS	Option 2*	7/23/2020 - 7/22/2021
7400/9400	O&MN WPN; SCN; OPN; RDT&E RDDA; NUWC OH; SCC; CIP; WCF; SPDP; FMS	Option 3*	7/23/2021 - 7/22/2022
7500/9500	O&MN WPN; SCN; OPN; RDT&E RDDA; NUWC OH; SCC; CIP; WCF; SPDP; FMS	Option 4*	7/23/2022 - 7/22/2023

^{*} 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.

F1S PERIOD OF PERFORMANCE (JUN 2010)

Services to be furnished hereunder shall be performed and completed as follows:

SLIN	Funding	Base or Option #	Period of Performance
8100	SCN; OPN; RDT&E	Base	7/23/2018 - 7/22/2019
8200	SCN; OPN; RDT&E	Option 5*	7/23/2019 - 7/22/2020
8300	SCN; OPN; RDT&E	Option 6*	7/23/2020 - 7/22/2021
8400	SCN; OPN; RDT&E	Option 7*	7/23/2021 - 7/22/2022

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	8500	SCN; OPN; RDT&E	Option 8*	7/23/2022 - 7/22/2023	
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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 modify the schedule. The option's performance timeframe shall be adjusted to correlate to the timeframe 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 the Contractor's facility or other locations, as required by the Statement of Work.

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SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

NOTE TO THE PAYMENT OFFICE

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

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

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) *Electronic invoicing*. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS <u>252.232-7003</u>, 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 (FOR 7000 AND 9000 SERIES CLINS)

INVOICE AND RECEIVING REPORT (COMBO) (FOR 8000 SERIES CLINS)

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

NOT APPLICABLE FOR COST VOUCHER

DESTINATION / DESTINATION FOR INVOICE AND RECEIVING REPORT (COMBO)

(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.

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Routing Data Table

Field Name in WAWF	Data to be entered in WAWF for 7000 and 9000 series CLINs	Data to be entered in WAWF for 8000 series CLINs
Pay Official DoDAAC	HQ0337	HQ0337
Issue By DoDAAC	N66604	N66604
Admin DoDAAC	S0701A	S0701A
Inspect By DoDAAC	Not Applicable	N66604
Ship To Code	Not Applicable	N66604
Ship From Code	Not Applicable	Not Applicable
Mark For Code	Not Applicable	Not Applicable
Service Approver (DoDAAC)	N66604	Not Applicable
Service Acceptor (DoDAAC)	Not Applicable	Not Applicable
Accept at Other DoDAAC	Not Applicable	Not Applicable
LPO DoDAAC	Not Applicable	Not Applicable
DCAA Auditor DoDAAC	*	Not Applicable
Other DoDAAC(s)	Not Applicable	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.
- (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.
 - (g) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

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 INVOICING (NAVSEA) (APR 2015)

- (a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.
- (b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

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UW G-2-0002 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2018) (Alternate I)

- (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, RI. 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.

(e) Ombudsman for the Naval Undersea Warfare Center Division, Newport, RI, is:

(d) The Task Order Negotiator is:

(f) The Contracting Officer's Representative (COR) for this task order is:

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COR is responsible for those specific functions assigned in the COR Appointment Letter.

(g) The Contractor's Representative is:

UW G-2-0003 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2017)

- (a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:
- (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.
- (b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO:
- (1) All other functions of FAR 42.302(a) except (3), (40), (44), (45), (46), and (47).
- (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 022 -- CLOSEOUT)
- (3) The function of FAR 42.302(b)(6).

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's Senior Technical Representative (STR), point of contact for performance under this task order is:

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Accounting Data

SLINID PR Number Amount

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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.
- (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 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 ____ 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.
- (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,

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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 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.

Note 1: The Government anticipates that 85% of hours will be Government site, and 15% of hours will be Contractor site.

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Note 2: Section B contains Firm Fixed Price CLINs (8000 Series CLINs) which require performance of SOW Task 4.7. 100.00% of the efforts performed under the 8000 Series CLINs are anticipated to be performed at the Government Site. The efforts performed under the 8000 Series CLINs are not included in the total labor hours identified in paragraph (a) of this clause.

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

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000 Phone: (951) 898-3207 FAX: (951) 898-3250

Internet: http://www.gidep.org

5252.237-9106 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

The following Key Personnel are approved for this task order. See Attachment 4: List of Approved Key Personnel.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

- (a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or

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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.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)

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

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 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:7, Area: RI, 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?

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Example: 1994-2104; or 1994-2114. No.

The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

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

a. FAR:

- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (MAY 2014)
- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
- 52.204-2 Security Requirements (AUG 1996)
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)
- 52.204-13 System for Award Management Maintenance (OCT 2016)
- 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
- 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)
- 52.215-2 Audit and Records Negotiation (OCT 2010)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009)
- 52.216-7 Allowable Cost and Payment (JUN 2013)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 52.219-8 Utilization of Small Business Concerns (NOV 2016)
- 52.219-14 Limitations on Subcontracting (NOV 2011)
- 52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)
- 52.222-19 Child Labor Cooperation with Authorities and Remedies (OCT 2016)

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52.222-21 Prohibition of Segr	egated Facilities (APR 2015)					
52.222-26 Equal Opportunity (SEP 2016)						
52.222-35 Equal Opportunity	52.222-35 Equal Opportunity for Veterans (OCT 2015)					
52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)						
52.222-37 Employment Report	52.222-37 Employment Reports on Veterans (FEB 2016)					
52.222-38 Compliance With V	eterans' Employment Reporti	ng Requirements (FEB 2016)				
52.222-40 Notification of Emp	oloyee Rights Under the Natio	nal Labor Relations Act (DEC	2010)			
52.222-41 Service Contract L	abor Standards (MAY 2014)					
52.222-50 Combatting Traffic	king in Persons (MAR 2015)					
52.222-54 Employment Eligib	ility Verification (OCT 2015)					
52.223-5 Pollution Prevention	and Right-To-Know Informat	ion (MAY 2011)				
52.223-18 Contractor Policy t	o Ban Text Messaging While I	Driving (AUG 2011)				
52.224-1 Privacy Act Notifica	tion (APR 1984)					
52.224-2 Privacy Act (APR 19	84)					
52.225-13 Restrictions on Ce	rtain Foreign Purchases (JUN	2008)				
52.225-25 Prohibition on Eng 2015)	aging in Sanctioned Activities	s Relating to IranCertification	ı (OCT			
52.227-1 Authorization and C	onsent (DEC 2007)					
52.227-2 Notice and Assistan	ce Regarding Patent and Cop	yright Infringement (DEC 2007	7)			
52.227-3 Patent Indemnity (A	PR 1984)					
52.227-11 Patent Rights - Ow	nership by the Contractor (Ma	ny 2014)				
52.229-3 Federal, State, and I	Local Taxes (FEB 2013)					
52.232-1 Payments (APR 198	4)					
52.232-20 Limitation of Cost	(APR 1984)					
52.232-22 Limitation of Funds (APR 1984)						
52.232-39 Unenforceability of	Unauthorized Obligations (JU	JN 2013)				
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)						
52.233-1 Disputes (MAY 2014)						
52.233-3 Protest After Award (AUG 1996)						
52.233-3 Alternate I Protest After Award (JUN 1985)						
52.233-4 Applicable Law for Breach of Contract (OCT 2004)						

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52.237-2 Protection of Govern		and Vegetation (APR 1984)		
52.242-1 Notice of Intent to D	,			
52.243-1 Alternate I Changes	Fixed Price (APR 1984)			
52.243-2 Alternate I Changes	•	1984)		
52.244-6 Subcontracts for Co	•			
52.245-1 Government Proper				
52.245-9 Use and Charges (A				
52.246-23 Limitation of Liabil	ity (FEB 1997)			
52.246-25 Limitation of Liabil	ity-Services (FEB 1997)			
52.249-2 Termination for Cor	nvenience of the Government	(Fixed-Price) (APR 2012)		
52.249-6 Termination (Cost-R	eimbursement) (MAY 2004)			
52.249-8 Default (Fixed-Price	Supply and Service) (APR 19	84)		
52.251-1 Government Supply	Sources (APR 2012)			
b. DFARs:				
252.201-7000 Contracting Off	icer's Representative (OCT 20	016)		
252.203-7000 Requirements F	Relating to Compensation of I	Former DoD Officials (SEP 201	1)	
252.203-7002 Requirement to	Inform Employees of Whistle	eblower Rights (SEP 2013)		
252.203-7003 Agency Office of	of the Inspector General (DEC	2012)		
252.203-7005 Representation	Relating to Compensation of	Former DoD Officials (OCT 20)16)	
252.204-7000 Disclosure of Ir	nformation (OCT 2016)			
252.204-7003 Control of Gove	ernment Personnel Work Prod	duct (APR 1992)		
252.204-7004 Alternate A Sys	tem for Award Management (FEB 2014)		
252.204-7005 Oral Attestation	of Security Responsibilities	(NOV 2001)		
252.204-7008 Compliance wit	h Safeguarding Covered Defe	ense Information Controls (OC	T 2016)	
252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)				
252.204-7012 Safeguarding C 2016)	covered Defense Information a	and Cyber Incident Reporting (ОСТ	
252.204-7015 Disclosure of In	nformation to Litigation Suppo	ort Contractors (MAY 2016)		
252.211-7007 Reporting of Go	overnment-Furnished Propert	y (AUG 2012)		
252.222-7006 Restrictions on	the Use of Mandatory Arbitra	ation Agreements (DEC 2010)		

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252.225-7048 Export Controlled Items (JUN 2013)

252.227-7013 Rights in Technical Data -- Noncommercial Items (FEB 2014)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)

252.227-7015 Technical Data-Commercial Items (FEB 2014)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)

252.227-7019 Validation of Asserted Restrictions -- Computer Software (SEP 2016)

252.227-7025 Limitations in the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

252.227-7030 Technical Data -- Withholding of Payment (MAR 2000)

252.227-7037 Validation of Restrictive Markings in Technical Data (SEP 2016)

252.227-7039 Patents -- Reporting of Subject Inventions (APR 1990)

252.231-7000 Supplemental Cost Principles (DEC 1991)

252.232-7010 Levies on Contract Payments (DEC 2006)

252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)

252.235-7011 Final Scientific or Technical Report (JAN 2015)

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

252.245-7002 Reporting Loss of Government Property (APR 2012)

252.245-7003 Contractor Property Management System Administration (APR 2012)

252.245-7004 Reporting, Reutilization, and Disposal (SEP 2016)

252.247-7023 Transportation of Supplies by Sea (APR 2014)

The following Clauses are incorporated by Full Text:

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)

(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	CLIN	Fund Type	Exercise Date -
No.			No Later Than

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1	7200/9200	O&MN WPN; SCN; OPN; RDT&E RDDA; NUWC OH; SCC; CIP; WCF; SPDP; FMS	23 JUL 2018
2	7300/9300	O&MN WPN; SCN; OPN; RDT&E RDDA; NUWC OH; SCC; CIP; WCF; SPDP; FMS	23 JUL 2019
3	7400/9400	O&MN WPN; SCN; OPN; RDT&E RDDA; NUWC OH; SCC; CIP; WCF; SPDP; FMS	23 JUL 2020
4	7500/9500	O&MN WPN; SCN; OPN; RDT&E RDDA; NUWC OH; SCC; CIP; WCF; SPDP; FMS	23 JUL 2021
5	8200	SCN; OPN; RDT&E	23 JUL 2018
6	8300	SCN; OPN; RDT&E	23 JUL 2019
7	8400	SCN; OPN; RDT&E	23 JUL 2020
8	8500	SCN; OPN; RDT&E	23 JUL 2021

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute 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

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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-
- (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 subcontractors performing a portion of the level of effort 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.

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- (vii) A negotiation memorandum reflecting -
- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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SECTION J LIST OF ATTACHMENTS

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

Attachment 1: DD Form 254 - Contract Security Classification Specification

Attachment 2: Performance Requirements Summary Table (PRST)

Attachment 3: Incidental Government Furnished Property Made Available

Attachment 4: List of Approved Key Personnel