

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 15-Nov-2017		4. REQUISITION/PURCHASE REQ. NO. 1300677497		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE		N66604		7. ADMINISTERED BY (If other than Item 6) CODE		S0514A	
NUWC, NEWPORT DIVISION 1176 Howell Street, Building 1258 Newport RI 02841-1708 [REDACTED]				DCMA SAN DIEGO 9174 Sky Park Court, Suite 100 SAN DIEGO CA 92123-4353		SCD: C	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) INDUS TECHNOLOGY INC 2243 San Diego Ave San Diego CA 92110		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4067 / N6660417F3009 10B. DATED (SEE ITEM 13) 21-Sep-2017	
CAGE CODE	1BGW9	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: BILATERAL: FAR 52.232-22 'Limitation of Funds'; see Page 2 for Additional Authorities
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[REDACTED] (Signature of person authorized to sign)	15-Nov-2017	[REDACTED] (Signature of Contracting Officer)	15-Nov-2017

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

Distribution: KR, DFAS-HQ0339, 8515/ [REDACTED]

NUWCDIVNPT Control #: 180294

NUWCDIVNPT Requisition #: 1300677497

NUWCDIVNPT POC: [REDACTED] (see cover page for e-mail address and telephone number.)

This modification incorporates the following Technical Instructions by reference: TI-1

Additional Authorities: FAR 43.103(a) 'Mutual Agreement of the Parties'; FAR 52.217-9 'Option to Extend Term of Contract'

The purpose of this modification is to:

1. Exercise CLINs 7100 and 9100 with a Period of Performance of 15 November 2017 to 20 September 2018.
2. Provide additional funding.

Section B-

1. Add Informational CLINs 7101 and 9101.
2. Established new Priced SLINs as follows: 7101AA and 9101AA.
3. Shift ceiling and hours from CLIN 7100 to newly established Priced SLIN 7101AA.
4. Shift ceiling from CLIN 9100 to newly established Priced SLIN 9101AA.

Section F-

1. The Period of Performance for CLINs 7100 and 9100; and for Priced SLINs 7101AA and 9101AA are added by this modification.

Section G-

1. This modification adds Accounting and Appropriation Data LLA: AB/7101AA and AB/9101AA.

As a result of the above Option Exercise, the Task Order awarded value is increased from [REDACTED] by \$ [REDACTED] to \$ [REDACTED]

All other Task Order terms and conditions remain unchanged.

The conformed Task Order can be found in EDA and the SeaPort-e Portal.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

7000 WAF Operations Surge requirements in accordance with SOW 4.1 & 4.2 and \$0.00
Information Assurance in accordance with SOW task 4.5

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R499	CPFF Option 1 Labor (SCC Funds), Surge Requirements associated with SOW 4.1 & 4.2 ONLY (Fund Type - OTHER)	■	LH	\$■	\$■	\$■
7101		PRICED SLINS ASSOCIATED WITH PRICED CLIN 7100					\$■
7101AA	R499	AB \$6,709.38 FY of Funds: N/A; Type of Funds: SCC; Customer Code: 8515; Sponsor: NUWCDIVNPT; TI#: TI-1 (Fund Type - OTHER)	■	LH	\$■	\$■	\$■
7200	R499	CPFF Option 2 Labor (SCC Funds), SOW 4.1 & 4.2, commence IA work in accordance with SOW 4.5 (Fund Type - OTHER)	■	LH	\$■	\$■	\$■
		Option					
7300	R499	CPFF Option 3 Labor (SCC Funds) (Fund Type - OTHER)	■	LH	\$■	\$■	\$■
		Option					
7400	R499	CPFF Option 4 Labor (SCC Funds) (Fund Type - OTHER)	■	LH	\$■	\$■	\$■
		Option					
7500	R499	CPFF Option 5 Labor (SCC Funds) (Fund Type - OTHER)	■	LH	\$■	\$■	\$■
		Option					

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		WAF Operational Services in accordance with the SOW with the exception of task 4.5 and Surge work associated with 4.1 & 4.2				\$■
8100	R499	FFP Base Year, (SCC Funds) (Fund Type - OTHER)	■	■	\$■	\$■
8200	R499	FFP Option 6, Y2 (SCC Funds) (Fund Type - OTHER)	■	■	\$■	\$■
		Option				
8300	R499	FFP Option 7, Y3 (SCC) (Fund Type - OTHER)	■	■	\$■	\$■

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Option				
8400	R499	FFP Option 8, Y4 (SCC) (Fund Type - OTHER)	■	■	\$ ■■■■■	\$ ■■■■■
		Option				
8500	R499	FFP Option 9, Y5 (SCC) (Fund Type - OTHER)	■	■	\$ ■■■■■	\$ ■■■■■
		Option				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		Prime and Subcontractor Travel and Material ODCs (with burdens, no fee)			\$ ■■■■
9100	R499	Option 10 ODCs in support of CLINs 7100 & 8100 (Fund Type - TBD)	■	■	\$ ■■■■■
9101		PRICED SLINs ASSOCIATED WITH PRICED CLIN 9100			\$ ■■■■■
9101AA	R499	AB \$ ■■■■■ FY of Funds: N/A; Type of Funds: SCC; Customer Code: 8515; Sponsor: NUWCDIVNPT; TI#: TI-1 (Fund Type - OTHER)	■	■	\$ ■■■■■
9200	R499	Option 11 ODCs in support of CLINs 7200 & 8200 (Fund Type - TBD)	■	■	\$ ■■■■■
		Option			
9300	R499	Option 12 ODC in support of CLINs 7300 & 8300 (Fund Type - TBD)	■	■	\$ ■■■■■
		Option			
9400	R499	Option 13 ODCs in support of CLINs 7400 & 8400 (Fund Type - TBD)	■	■	\$27,175.00
		Option			
9500	R499	Option 14 ODCs in support of CLINs 7500 & 8500 (Fund Type - TBD)	■	■	\$ ■■■■■
		Option			

FEE TABLE (JUL 2012)

Labor CLINs/SLINs	Fee Rate Per Hour	Fee Percentage
7100/7101 and Priced SLINs	N/A	N/A
7200/7201 and Priced SLINs	\$ ■■■■	■ ■■■■
7300/7301 and Priced SLINs	\$ ■■■■	■ ■■■■
7400/7401 and Priced SLINs	\$ ■■■■	■ ■■■■
7500/7501 and Priced SLINs	\$ ■■■■	■ ■■■■

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

The following Clauses are incorporated by Full Text:

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

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

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

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) - APPLICABLE TO 7000s SERIES CLINs ONLY

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

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

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

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

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

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

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

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

(3) 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)

8100 Firm Fixed Price (FFP)

8200 Firm Fixed Price (FFP)

8300 Firm Fixed Price (FFP)

8400 Firm Fixed Price (FFP)

8500 Firm Fixed Price (FFP)

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

UW C-2-0005 STATEMENT OF WORK (JUNE 2017)

1.0 Background.

The Undersea Weapons, Vehicles and Defensive Systems Department (Code 85) of the Naval Undersea Warfare Center, Division Newport is the Navy's Center for warfare systems including: torpedoes, countermeasures, unmanned undersea vehicles, tactical systems, underwater targets, multi-weapon simulators, and weapon systems. In pursuit of its mission, Code 85 develops, maintains, manages, and operates unique and specialized computer laboratory facilities and resources to support research, development, simulation, test and evaluation.

NUWC DIVNPT is tasked with the responsibility for all hardware-in-the-loop (HWIL) torpedo simulation efforts. This mandate covers all torpedoes (heavyweight/lightweight) and includes related systems such as targets, models, support and test equipment, operational software, software tools, countermeasures, and Unmanned Undersea Vehicles (UUVs).

The Undersea Vehicles Modeling & Simulation Branch Code 8515 including the Weapons Analysis Facility (WAF), of the Advanced Technology Modeling and Simulation Division (851) is responsible for meeting the dedicated computer requirements for all torpedo simulation efforts. Dedicated mission critical computer laboratory resources and other resources are an integral part of virtually every significant weapon system. As such, Code 8515 is responsible for assuring the quality, security, safety, reliability, and maintainability of all these resources. These responsibilities include providing technical and operational services for these resource facilities.

The WAF is a unique facility. It allows for the exploration and synthesis of new software-based architecture and design concepts for the development and evaluation of advanced undersea weapon and countermeasure systems. The WAF facility provides the resources necessary to deliver software in support of the production, operation and maintenance of Lightweight and Heavyweight Torpedoes. The WAF also serves as the test and evaluation environment for the US torpedo programs. The WAF allows NUWC DIVNPT to maintain leadership in its assigned responsibilities in submarine-launched torpedo design studies and proof of concept. The Torpedo Analysis Facility (TAF) in Australia was created and validated for similar WAF capability for Heavyweight Torpedo Analysis.

2.0 Scope

In support of the WAF, the contractor shall operate and maintain the WAF weapon simulators, perform WAF computer systems hardware maintenance, perform WAF operational security, and provide administrative and financial support. Code 85 is the only authorized user of this task order. The services performed under this task order falls within 3.3 of the Seaport-e basic contract scope.

2.1 Sponsors

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The following sponsors will fund TIs under this task order:

- PMS 397 (Ohio Replacement)
- PMS 404 (US Undersea Weapons and Targets)
- PMS 415 (US Defensive Systems)
- PMS 450 (Virginia Class)
- ONR (Office of Naval Research)
- ONI (Office of Naval Intelligence)

2.2 Funding

The following types of funds will be used on this task order:

- Service Cost Center (SCC)

3.0 Applicable Documents.

Number	Title	SOW Task
3.1	IEEE/EIA 12207.0 Standard for Information Technology	All
3.2	NUWCDIVNPTINST 5500.4C NUWC Division Newport Command Security Manual	All
3.3	NUWCDIVNPTINST 5090.3D Hazardous Material Control Program	All
3.4	NUWCDIVNPTINST 5100.5B Occupational Safety and Health (OSH) Program	All
3.5	NAVMATINST 4130.1A Configuration Management Regulation	All
3.6	NAVMATINST 4130.2 Configuration Management of Computer Software	All
3.7	SECNAVINST 5510.30 Department of the Navy Personnel Security Program	All
3.8	SECNAVINST 5510.36 Department of the Navy Information Security Program & Regulation	All
3.9	NUWCDIVNPTINST 4235.2C Navy Stock Procurement	4.4
3.10	OEM Technical Instructions and Specifications	4.1, 4.2, 4.3
3.11	Code 81 Laboratory Standard Operating Procedures Manual	4.1, 4.2, 4.3
3.12	WAF Standard Operating Procedures	4.1, 4.2, 4.3
3.13	WAF Simulation Operators Procedures	4.1, 4.2
3.14	Department of Defense Instruction (DoDI) 8510.01 – Risk Management Framework for DOD Information Technology (IT)	4.5
3.15	Federal Information Security Management Act (FISMA)	4.5
3.16	Department of Navy (DON), Chief of Naval Operations (CNO), Information Assurance (IA) Publication (PUB) 5239-13 Volume III	4.5
3.17	DoD Instruction (DoDI) 8500.01 Cybersecurity	4.5
3.18	DoD Instruction (DoDI) 8500.02 Information Assurance (IA) Implementation	4.5
3.19	DoD 8140.01 Cyberspace Workforce Management of 11 August 2015	4.5
3.20	SECNAV 5239.2, DoN Cyberspace Information Technology and Cybersecurity Workforce Management and Qualification Manual of June 2016	4.5

4.0 Requirements.

In accordance with Applicable Documents listed in paragraph 3.0 and utilizing Government Furnished Information (GFI) listed in paragraph 5.0, the contractor shall provide operational

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services for WAF laboratory support.

4.1 Simulators Operations

The contractor shall conduct WAF Simulator Operations five (5) days per week (Monday – Friday), 9 hours (0800 to 1700) per day. The contractor shall staff the WAF outside of these standard hours to meet Navy obligations due to equipment availability, scheduling, and/or other emergent considerations during periods of surge workflow. Task 4.1 surge requirements will be issued under a technical instruction.

The contractor shall provide operational services for WAF real-time simulators. Specific tasking includes:

a. The contractor shall receive and compile WAF weekly operating user requests for WAF scheduling. User requests are due by the weekly WAF scheduling meeting on Fridays at 0900. The contractor shall attend the weekly WAF scheduling meeting, and draft the operating schedule for Government approval to best utilize equipment resources, government priorities and user requests. The contractor shall distribute the WAF operating schedule by 1600 on each Friday. This schedule will be available to Government users and WAF simulation operators to coordinate their workday. The contractor shall identify and report potential scheduling conflicts.

b. Prior to scheduled Government WAF usage, the contractor shall perform power-up procedures located on the WAF Wiki. The WAF Wiki is a database hosted on a closed RDTE network that resides on the WAF network. It hosts a repository of documents, standard practices, guidance, and manuals that users can access and/or update content. The Government will provide access to the WAF Wiki. The contractor shall confirm the required computing resources are available (weapon rack, recorder, chiller, and network), the unit-under-test (UUT) is safely powered up, the user requested software is loaded into both the UUT and WAF simulation, and user requested hardware settings are made.

c. The contractor shall operate WAF hardware-in-the-loop (HWIL) stimulators in accordance with the latest facility procedures located within the WAF Wiki database, and maintain a UUT run log. The contractor shall transfer simulation data files to storage locations designated by the facility procedures.

d. The contractor shall document, troubleshoot and recover from any system anomalies that arise (WAF software, hardware or the UUT hardware or software) during a simulator run by creating a bug report utilizing Bugzilla (GFI 5.13). The contractor shall recommend changes in WAF Standard Operating Procedures (SOPs), operational manuals and instructions as a result of new software, hardware or configuration changes that have been introduced into the WAF. Any changes to Applicable Documents will be performed by the Government. When a Government change is made, the contractor shall upload the new version to the WAF Wiki database.

e. The contractor shall instruct Government users on the operation of the machine, and provide assistance to new Government operators in developing UUT scenarios and operation of a simulation.

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4.1.1 Schedule/Deliverables

The contractor shall provide monthly Weapons Simulators Operations status reports in accordance with CDRL item A001.

4.2 WAF Systems Operation and Maintenance

The WAF shall be staffed for systems operation and maintenance, at minimum, five (5) days per week (Monday – Friday), 11 hours (0600 to 1700) per day. The contractor shall staff the WAF outside of these standard hours to meet Navy obligations due to equipment availability, scheduling, and/or other emergent considerations during periods of surge workflow. Task 4.2 surge requirements will be issued under a technical instruction.

The contractor shall perform WAF system operations and maintenance services as follows:

- a. The contractor shall upgrade and maintain computer system devices, networks, and peripheral hardware. The contractor shall perform system shutdowns and restarts utilizing the Operating System Specific Diagnostics to maintain system hardware integrity.
- b. The contractor shall monitor facility environment, usage, equipment operational status, security breaches and system errors and fault reports in order to remain security compliant. The contractor shall generate and maintain status reports and event logs on the WAF file server.
- c. The contractor shall generate and maintain documentation applicable to system specifications, programs, operational instructions and production control procedures for the Code 85 facilities. The contractor shall perform configuration audits, construct implementation plans, and document system upgrades and new installations on all systems.
- d. The contractor shall analyze, document, and perform corrective action for system anomalies. This includes: Coordinate with Government Facility Manager to arrange, adjust and fix downed systems and perform equipment supplier system specific diagnostics to return systems to operational status.
- e. The contractor shall install hardware upgrades or modifications to systems, networks and peripherals.
- f. The contractor shall provide performance monitoring of installed hardware and software. The contractor shall establish new performance baselines following major hardware and/or software modifications to WAF information processing systems, and document the new baseline.
- g. As the authorized Data Transfer Agent (DTA), the contractor shall transfer data files to storage locations designated by the user.
- h. As the authorized Media Transfer Agent, the contractor shall create electronic media from WAF systems as designated by user and authorized by NUWCDIVNPT Management officials or their designees.

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4.2.1 Schedule/Deliverables

The contractor shall provide Systems Operation and Maintenance status reports for services provided or accomplished in accordance with CDRL item A002.

4.3 WAF Security Control and Maintenance

The contractor shall maintain and update security planning and accreditation documentation, and maintain security instructions and procedures as follows:

- Maintain and update access lists to rooms within the WAF
- Maintain, update and audit visitor logs, room access, escorts and levels for Visit requests to the WAF
- Generate monthly swipe access reports
- Maintain hardware and software inventory of IA Systems (Classified and Unclassified), Security Container Records and Controls, Visitor Cardkeys and Accounts, Annual Code 85 Plant Account Sightings, and Disposal Tracking System (DTS)

4.3.1 Schedule/Deliverables

The contractor shall provide Security documentation and status reports in accordance with CDRL item A003.

4.4 Financial Management & Administrative Support

The contractor shall estimate, track and analyze project and organizational resources, and financing requirements for the Code 8515 Branch and Operations Support Service Cost Center (SCC).

- a. The contractor shall perform cost analyses and provide data and recommendations to support cost-benefit analyses, and cost/schedule/technical trade-offs.
- b. The contractor shall prepare accounting status reports and updates of Branch and Operations Support SCC balances and projections plan for the Facility Manager and Branch management.
- c. The contractor shall collect, aggregate and submit SCC revenue to Code 01 for posting on a monthly basis.
- d. The contractor shall prepare draft financial documentation for funds being received from other government facilities.
- e. The contractor shall generate undistributed labor, SCC suspense, and travel reports, identify any discrepancies and recommend changes and corrections.
- f. The contractor shall prepare draft responses to organizational funding data queries.
- g. The contractor shall analyze planning information and verify that financial and

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programmatic trends and forecasts identified through analyses are consistent with source data.

h. The contractor shall conduct market research of hardware and software within the WAF infrastructure to include new technology, replacement parts for hardware and components that are malfunctioning, and additional hardware and software systems to accommodate new programs using the WAF and recommend changes to the Government. The Government will make the ultimate decision to initiate any future procurements.

i. The contractor shall prepare MILSTRIP Purchase Requisitions (PRs) to procure material from the Naval Supply System.

j. The contractor shall prepare and create Information Technology Procurement Request (ITPR) using the Naval Information Dominance Approval System (NAV-IDS) tool to obtain Chief Information Officer (CIO) approval for all IT hardware and software purchase.

4.4.1 Schedule/Deliverables

The contractor shall provide Market Research Reports and Financial Status Reports in accordance with CDRL item A004.

4.5 Information Assurance

a. The contractor shall provide a subject matter expert (SME) to support the Cyber Security Work Force (CSWF) mission to provide security and mission assurance for the interdependent network of IT infrastructures (switches and routers), including the internet, telecommunications networks, computer systems, and embedded processors and controllers. The SME shall meet and maintain the certification and educational requirements in accordance with Applicable Document 3.20 associated with Network Services (Specialty Code 44, Expert Level), System Administration (Specialty Code 45, Expert Level), and Systems Security Analysis (Specialty Code 46, Expert level). The SME shall possess valid cybersecurity baseline credentials in accordance with Applicable Document 3.20 and Operating System/Computing Environment (OS/CE) specific certificates for Configuring Windows, Linux RedHat and Network hardware certifications. Additional certifications must be obtained as required to meet evolving DoD requirements. The contractor shall support activities required to achieve Facility Accreditation (Certificate and Authorization C&A package, risk management framework) and achieve authority to operate. The contractor shall maintain and update the C&A package as updates are required.

b. The contractor shall maintain and update IA security planning and accreditation documentation. The contractor shall conduct monthly scans of the WAF network using Assured Compliance Assessment Solution (ACAS) and provide the results to the Government. Utilizing the scan results, the contractor shall install, maintain and document Information Assurance Vulnerability Alerts (IAVA) compliance, Information Assurance Vulnerability Bulletins (IAVB), and Security Technical Information Guides (STIG) within the WAF infrastructure to include both Windows and Linux machines.

c. The contractor shall conduct studies and analyses of new IA and IT trends, policies and regulations and investigate the feasibility of applying new solutions into the WAF infrastructure and architecture. The contractor shall provide recommendations for improvement in IA hardware,

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software and peripherals to the Government for consideration for future upgrades.

4.5.1 Schedule/Deliverables

The contractor shall provide WAF IA scan results in accordance with CDRL A005.

The contractor shall provide updated WAF C&A plans in accordance with CDRL A006.

The contractor shall provide an analysis of IT and IT trends in accordance with CDRL A007.

5.0 Progress Reports

For all assigned tasks, the contractor shall prepare a Contractor's Status Report that indicates the progress of work, status of the program(s), and existing or potential problem areas. The Contractor shall submit the Contract Status Report for the same timeframe as each invoice submitted in the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) module of Wide Area Work Flow (WAWF) and in accordance with CDRL A008.

6.0 Government Furnished Information (GFI)

Number	Title	SOW Task
5.1	Facility Maintenance Plan	4.1, 4.2
5.2	CTO 10_25 Media Transfer Agent (MTA) Training	4.1, 4.2
5.3	Operating System Specific Diagnostics	4.1, 4.2
5.4	Vendor Specification	4.1
5.5	Royal Australian Navy (RAN) Torpedo Analysis Facility (TAF) documentation	4.1, 4.2
5.6	Weapon Specific Performance Specifications	4.2
5.7	WAF Laboratory Access Levels	4.3
5.8	Inventory Control Hardware Database and Standard Operation Procedures (SOP) reports	4.2, 4.3
5.9	Accounting System Interface (ASI)	4.4
5.10	Navy Enterprise Resource Planning (ERP)	4.4
5.11	Disposal Tracking System (DTS)	4.3, 4.4
5.12	WAF Wiki	4.1, 4.2, 4.3
5.13	Bugzilla	4.1, 4.2, 4.3
5.14	NUWCDIVNPT Purchase Request Form 4200	4.4
5.15	WAF Physical Security SOP	4.1, 4.2, 4.3
5.16	WAF RDTE Management SOP	4.1, 4.2, 4.3

7.0 QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of 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 identified in the Performance Requirements Summary Table (PRST) as attachment 1.

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

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meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

The following clauses are incorporated by full text:

CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) LANGUAGE

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for the Naval Undersea Warfare Center Division Newport** via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

HQ C-1-0001 ITEM(S) A001 through A006 - 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

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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 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

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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-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2015)

(a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.

(b) General Requirement -

(1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-SESS-80639D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) – An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the NECP is approved.

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Variance. DI-SESS-80640D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet

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the intent of the baseline document.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-SESS-80639D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

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

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

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 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:

(A) 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

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

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

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

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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, 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.

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(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.

(l) 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.

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

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

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

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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.

UW C-2-0001 COST AND PERFORMANCE REPORTING (MAR 2017)

- (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 Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.
- (b) The Contract Status 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.
- (c) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

UW C-2-0003 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (MAR 2017)

- (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 PACKAGING OF DATA

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

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

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

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

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

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

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

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

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the

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contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

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

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

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

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED] - [REDACTED] Varghese
 [REDACTED]

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

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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 OF 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 OF LOE SERVICES

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

7100	11/15/2017 - 9/20/2018
7101AA	11/15/2017 - 9/20/2018
8100	10/7/2017 - 9/20/2018
9100	11/15/2017 - 9/20/2018
9101AA	11/15/2017 - 9/20/2018

The following Clauses are incorporated by Full Text:

HQ F-1-0003 PERFORMANCE LANGUAGE FOR SERVICES

The Contractor shall perform the work in accordance with SECTION C as follows:

CLIN	Funding	Base or Option #	Period of Performance
7100/9100	SCC	Base	11/15/17-9/20/18
7200/9200	SCC	Option 1*	9/21/18-9/20/19
7300/9300	SCC	Option 2*	9/21/19-9/20/20
7400/9400	SCC	Option 3*	9/21/20-9/20/21
7500/9500	SCC	Option 4*	9/21/21-9/20/22
8100	SCC	Base	9/21/17-9/20/18
8200	SCC	Option 5*	9/21/18-9/20/19
8300	SCC	Option 6*	9/21/19-9/20/20
8400	SCC	Option 7*	9/21/20-9/20/21
8500	SCC	Option 8*	9/21/21-9/20/22
9100	SCC	Option 9*	9/21/17-9/20/18
9200	SCC	Option 10*	9/21/18-9/20/19
9300	SCC	Option 11*	9/21/19-9/20/20
9400	SCC	Option 12*	9/21/20-9/20/21
9500	SCC	Option 13*	9/21/21-9/20/22

*** If option is exercised**

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

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

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

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F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at NUWCDIVNPT within the Weapons Analysis Facility, the Contractor's facility or other locations, as required by the statement of work or technical instructions.

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SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

252.204-0001 Line Item Specific: Single Funding (SEP 2009) - Applicable to CPFF 7000s Series CLINs and CR 9000s Series CLINs only

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 [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration 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).

7000/9000 series CLINs: Cost Voucher

8000 series CLINs: Invoice 2-in-1

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

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

Destination/Destination (For Cost Voucher)

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N/A (For Invoice 2-in-1)

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF for CPFF and CR CLINs (7000s/9000s)	Data to be entered in WAWF for FFP CLINs (8000s)
Pay Official DoDAAC	HQ0339	HQ0339
Issue By DoDAAC	N66604	N66604
Admin DoDAAC	S0514A	S0514A
Inspect By DoDAAC	N/A	N/A
Ship To Code	N/A	N/A
Ship From Code	N/A	N/A
Mark For Code	N66604	N66604
Service Approver (DoDAAC)	N66604	N66604
Service Acceptor (DoDAAC)	N/A	N/A
Accept at Other DoDAAC	N/A	N/A
LPO DoDAAC	N/A	N/A
DCAA Auditor DoDAAC	HAA05B	N/A
Other DoDAAC(s)	N/A	N/A

(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.

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

██████████ (██████████) ██████████ or ██████████ ██████████ ██████████

(2) For technical WAWF help, contact the WAWF helpdesk at ██████████-██████████-██████████

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.

UW G-2-0002 CONTRACTUAL AUTHORITY AND COMMUNICATION (JUN 2017)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.

(c) The Contracting Officer is:

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Name: [REDACTED]
Telephone: Commercial [REDACTED] DSN [REDACTED]
Fax: Commercial [REDACTED] DSN [REDACTED]
Email: [REDACTED]

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

Name: [REDACTED]
Telephone: Commercial [REDACTED] DSN [REDACTED]
Fax: Commercial [REDACTED] DSN [REDACTED]
Email: [REDACTED]

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

Name: [REDACTED]
Code: [REDACTED]
Telephone: [REDACTED] ; DSN [REDACTED]
Email: [REDACTED]

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

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

Name: [REDACTED]
Title: STR/Program Manager
Mailing Address: [REDACTED]
Building: [REDACTED]
Email: [REDACTED]
Telephone: [REDACTED]
Fax: [REDACTED]

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

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a) except (3), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

(2) The function of FAR 42.302(b)(6).

(c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Contracting Officer to delegate additional functions as necessary. The Contracting Officer may delegate authority by letter.

Accounting Data

SLINID	PR Number	Amount
8100	130067158100001	[REDACTED]
LLA :		
AA 97X4930 NH6A 251 77777 0 050120 2F 000000 A00004185048		

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BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00001 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00002 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00003

7101AA 130067749700001 [REDACTED]
LLA :
AB 97X4930 NH6A 251 77777 0 050120 2F 000000 A00004241094

9101AA 130067749700002 [REDACTED]
LLA :
AB 97X4930 NH6A 251 77777 0 050120 2F 000000 A00004241094

MOD P00003 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

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

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

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

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

5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010) - Applicable to CPFF 7000s series CLINs only

(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 direct support of this contract and shall not include time and effort expended on such things as

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(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, 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

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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.

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.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.
- (d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

UW H-2-0002 PROHIBITION ON TELECOMMUNICATIONS (MAR 2017)

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.

UW H-2-0004 CONTRACTOR REQUIREMENTS FOR PERFORMANCE ON A GOVERNMENT SITE (AUG 2017)

- (a) Contractor personnel shall comply with the following when conducting performance at NUWCDIVNPT. Please see the following website for access to NUWCDIVNPT:

<http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Contact-Us/Mandatory-Visit-Request/>

- (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/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

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(e) 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 NUWC DIVNPT Safety Office Attn: Carol Bernier), on company letterhead, a complete listing of all qualified and trained employees who will perform the work:

(1) Permit required Confined Space Program

(2) Control of Hazardous Energy (Lock out / Tag out)

(3) Respiratory Protection

(4) Walking-Working Surfaces, Fall Protection Program and Scaffolding

(f) The contractor shall follow the posted provisions of the building's Emergency Action Plan (EAP) for any mishap, incident, or emergency situation.

(g) The contractor shall report unsafe work conditions, safety hazards, and any mishaps (injury/property damage) to their supervisor, the COR, and the NUWC Safety Office.

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 (identified to the current Revision available as of the issue date of this solicitation):

Wage Determination #: Revision: Area:
2005-2467, Revision: 17 (effective 01/05/16), Area: Rhode Island, Statewide

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

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows (these answers are applicable to this solicitation):

1. Were these services previously performed at this locality under an SCA-Covered contract?
YES

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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? NO

The site will provide the appropriate WD.

The most recent wage determination 2015-4089, Rev 4, dated 25 July 2017 is included as an attachment to the contract.

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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:

52.202-1 Definitions (NOV 2013)

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 Requirements to Inform Employees of Whistleblower Rights (APR 2014)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (JAN 2017)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statement (JAN 2017)

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)

52.204-21 Basic Safeguarding of Covered Contractor Information System (JUN 2016)

52.204-22 Alternative Line Item Proposal (JAN 2017)

52.209-6 Protecting the Government 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)

52.215-1 Instructions to Offerors--Competitive Acquisitions (JAN 2017)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

52.216-7 Allowable Cost and Payment (JUN 2013)

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52.219-8 Utilization of Small Business Concerns (NOV 2016)
52.219-14 Limitations on Subcontracting (JAN 2017)
52.219-28 Post Award Small Business Program Representation (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)
52.222-21 Prohibition of Segregated Facilities (APR 2015)
52.222-26 Equal Opportunity (SEP 2016)
52.222-35 Equal Opportunity for Veterans (OCT 2015)
52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)
52.222-37 Employment Reports on Veterans (FEB 2016)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-41 Service Contract Labor Standards (MAY 2014)
52.222-50 Combating Trafficking in Persons (MAR 2015)
52.222-54 Employment Eligibility Verification (OCT 2015)
52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.224-3 Privacy Training (JAN 2017)
52.225-13 Restriction on Certain Foreign Purchases (JUN 2008)
52.227-1 Authorization and Consent (DEC 2007)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-11 Patent Rights -- Ownership by the Contractor (MAY 2014)
52.232-1 Payments (APR 1984)
52.232-18 Availability of Funds (APR 1984)
52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)
52.232-20 Limitation of Cost (APR 1984)

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52.232-22 Limitation of Funds (APR 1984)

52.232-23 Assignment of Claims (MAY 2104)

52.232-25 Prompt Payment (JAN 2017)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 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)

52.233-4 Applicable Law For Breach Of Contract Claim (OCT 2004)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.237-3 Continuity of Services (JAN 1991)

52.242-1 Notice of Intent to Disallow Costs (APR 1984)

52.243-1 -- Changes -- Fixed-Price (AUG 1987)

52.243-2 -- Changes -- Cost-Reimbursement (AUG 1987)

52.244-6 Subcontracts for Commercial Items (JAN 2017)

52.245-1 Government Property (JAN 2017)

52.245-9 Use and Charges (APR 2012)

52.246-23 Limitation of Liability (FEB 1997)

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

52.249-1 -- Termination for Convenience of the Government (Fixed-Price) (APR 1984)

52.249-6 -- Termination (Cost-Reimbursement) (MAY 2004)

52.249-8 -- Default (Fixed-Price Supply and Service) (APR 1984)

52.251-1 Government Supply Sources (APR 2012)

b. DFARs:

252.201-7000 Contracting Officer's Representative (DEC 1991)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

252.203-7003 Agency Office of the Inspector General (DEC 2012)

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252.203-7004 Display of Fraud Hotline Poster(s) (OCT 2016)

252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)

252.204-7000 Disclosure of Information (OCT 2016)

252.204-7003 Control of Government Personnel Work Product (APR 1992)

252.204-7004 Alternate A System for Award Management (FEB 2014)

252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)

252.211-7007 Reporting of Government-Furnished Property (AUG 2012)

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)

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)

252.227-7016 Rights in Bid or Proposal Information (JAN 2011)

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

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

252.227-7025 Limitations on 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 on Technical Data (SEP 2016)

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

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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)

252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)

252.239-7010 Cloud Computing Services (OCT 2016)

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)

252.246-7000 Material Inspection and Receiving Report (Mar 2008)

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)(SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Option No.	FFP CLINs	Exercise Date – No Later Than
1	7100	9/20/18
2	7200	9/20/19
3	7300	9/20/20
4	7400	9/20/21
5	7500	9/20/22
6	8200	9/21/18
7	8300	9/21/19
8	8400	9/21/20
9	8500	9/21/21
10	9100	9/20/18
11	9200	9/20/19
12	9300	9/20/20
13	9400	9/20/21
14	9500	9/20/22

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(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 (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.222-2 Payment for Overtime Premiums (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed [REDACTED] or the overtime premium is paid for work --

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

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

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

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

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

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(End of Clause)

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

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

52.244-2 Subcontracts (OCT 2010)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts: Any new subcontracts performing part 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:

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

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(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

[REDACTED]

252.211-7005 Substitutions for Military or Federal Specifications and Standards (NOV 2005)

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmi.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall:

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

None

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror shall:

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

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SECTION J LIST OF ATTACHMENTS

Attachment 1, Exhibit "A": DD Form 1423 - Contract Data Requirements List

Attachment 2: DD Form 254 - Contract Security Classification Specification

Attachment 3: Incidental Government Property Form (GFP)

Attachment 4: Performance Requirement Summary Table (Attachment #1 to the SOW)

Attachment 5: Approved Key Personnel

Attachment 6: Wage Determination - RI - No. 2015-4089, Rev. 4, dated 25 July 2017