

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
093. EFFECTIVE DATE  
16-Feb-20164. REQUISITION/PURCHASE REQ. NO.  
13005491195. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N66604

7. ADMINISTERED BY (If other than Item 6) CODE

S2206A

NUWC, NEWPORT DIVISION  
1176 Howell Street, Building 1258  
Newport RI 02841-1706

DCMA BOSTON  
495 SUMMER STREET  
BOSTON MA 02210-2138

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Mikel Inc.  
275 Martine Street, Suite 108  
Fall River MA 02723-1500

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7834-N401

10B. DATED (SEE ITEM 13)

27-Jul-2015

CAGE CODE  
1P0F9

FACILITY CODE

**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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral: FAR 52.232-22 'Limitation of Funds' & FAR 52.204-2 'Security Requirements'
<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)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

15-Feb-2016

BY (Signature of Contracting Officer)

16-Feb-2016

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, 0121, DFAS-HQ0337, 2523/** [REDACTED]

SCD: C

FSC: R499

NUWCDIVNPT Control #: 161154

NUWCDIVNPT Requisition #(s): 1300541544

NUWCDIVNPT POC: [REDACTED]

### **This modification incorporates by reference Technical Instruction:**

1. TI-72009200-SR-OPN-03, Rev. N/A

The purpose of this modification is to:

1. Provide additional funding.
2. Update Clauses
3. Incorporate DD254, Contract Security Classification Specification, Revision 2, Dated 2/10/2016.

### **SECTION B -**

1. Establish new SLINs as follows: 720007 and 920003.

### **SECTION G -**

1. Accounting and appropriation data LLAs AX/720007 and AX/920003 are added by this modification.

### **SECTION H -**

1. Clause 5252.232-9104 "Allotment of Funds' Paragraph (c) is revised to reflect SLIN information for new SLINs 720007 and 920003.

### **SECTION J -**

1. Attachment #2 – DD Form 254, Contract Security Classification Specification, is deleted in its entirety and replaced with DD Form 254, Contract Security Classification Specification, Revision No. 2.

All other task order terms and conditions remain unchanged.

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



Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720001	R499	[REDACTED]					
720002	R499	[REDACTED]					
720003	R499	[REDACTED]					
720004	R499	[REDACTED]					
720005	R499	[REDACTED]					
720006	R499	[REDACTED]					
720007	R499	[REDACTED]					
7201	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7202	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7300	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
730001	R499	[REDACTED]					
730002	R499	[REDACTED]					



[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7501	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
7502	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
7600	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
7601	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
7602	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					

For Cost Type / NSP Items

7999	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
910001	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
910002	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
9101	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9102	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9200	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
920001	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
920002	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
920003	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9201	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9202	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9300	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
930001	R499	[REDACTED]			
		[REDACTED]			
9301	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9302	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9400	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
940001	R499	[REDACTED]			
		[REDACTED]			
		[REDACTED]			
		[REDACTED]			
940002	R499	[REDACTED]			
		[REDACTED]			
		[REDACTED]			
9401	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9402	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9500	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9501	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9502	R49	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9600	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9601	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9602	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			

					Percentage	
7100						
7200						
7300						
7400						
7500						
7600						
7101						
7201						
7301						
7401						
7501						
7601						
7102						
7202						
7302						
7402						
7502						
7602						

The following Clauses are incorporated by Full Text:

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

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA)(MAY 2010)**

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

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

**HQ B-2-0020 Travel Costs – Alternate I (NAVSEA) (DEC 2005)**

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

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



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

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

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

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

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

**HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COSTTYPE) (FEB 1997)**

This entire contract is cost type.

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

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

### Statement of Work

#### 1.0 Background

The Undersea Warfare Combat Systems Department, Acquisition Support & Systems Assessment Division, Code 253, is tasked by a variety of Navy Systems Commands, including Program Manager Ships (PMS) 425, PMS 450, PMS 392, PMS 399, PMS 397, PMS 401, Naval Supply Systems Command (NAVSUP), Space and Naval Warfare Systems Command (SPAWAR), and Program Manager Air (PMA) 280 to provide Program Management, System Engineering and Post Development Engineering Services for Submarine Command and Control Systems such as Submarine Warfare Federated Tactical Systems (SWFTS), sensor, combat, acoustic, navigation, payload and platform.

Table 1 - Applicable Systems Submarine NPES & SWFTS Component

Non-Propulsion Electronic Systems (NPES)					
Submarine Warfare Federated Tactical Systems (SWFTS)					
COMBAT	ACOUSTIC	NAVIGATION	COMMS	Other NPES	WEAPON LAUNCH
CCS Mk 1	AN/BQQ-5	DMINS	CSRR	DPS	Countermeasures
Trident DWS	AN/BQQ-6	RLGN/ECDU		MS	WLC
CCS MK2	ARCI			SC	WLCIE
AN/BYG-1	Towed Systems			AN/BVS-1	UWL
VA Class				AN/BLQ-10	
Tomahawk				AN/WSQ-3	
Weapons System (TWS)					
				AN/WLR-8 ESM	

SWFTS, as defined in Table 1, encompass submarine Combat Control Systems (CCS); Acoustic and Shipboard Sensor Systems; Combat Systems, Command, Control, Communication and Computer Information (C<sup>5</sup>I) systems; Weapon Launch Systems and associated interfaces deployed on board SSN 688, SSN 688I, Ohio, Seawolf, and Virginia Class submarine platforms. This also includes Foreign Military Sales of the above systems.

#### 2.0 Scope

The Contractor shall provide program technical services, Integrated Logistic Support (ILS), reliability, maintainability and availability (RM&A), configuration management and engineering change document services, and in-service Submarine Fleet Support, for the Acquisition Support &

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Systems Assessment Division, Code 253, on Combat Systems, SWFTS, Cruise Missile programs, Tactical Control Program (TCP), Global Command and Control System Maritime (GCCS-M), and Combat System Trainer systems. The Contractor shall perform all efforts in accordance with applicable specifications, standards and directives listed in Section 3.0 and with information/data provided as Government-Furnished Information (GFI), listed in Section 6.0. Technical Instructions shall be issued to order specific requirements identified in Section 4.0 of this document.

The following Program Offices are anticipated to provide funding under this task order: PMS 425, PMS450, PMS401, PMA 280, PMS392, PMS397, PMS399, PMS 435, PMW770, PMW160, PMW150, and PMW130.

Funding for this task order includes the following types: OM&N, OPN, SCN, DWCF, SCC, SPDP and Foreign Military Sales (FMS).

The following SeaPort-e basic tasks apply to this requirement:

- 3.2 Engineering, System Engineer and Process Engineer Support
- 3.5 System Design Documentation and Technical Data Support
- 3.7 Reliability, Maintainability, and Availability (RM&A) Support
- 3.10 Configuration Management (CM) Support
- 3.11 Quality Assurance (QA) Support
- 3.16 Acquisition Logistics Support
- 3.17 Supply and Provisioning Support
- 3.18 Training Support
- 3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support
- 3.20 Program Support

### 3.0 Applicable Documents, Standards and Specifications

Table 2 below identifies a list of applicable standards, instructions, procedures, and program guidance documents that may be specified and required during performance of tasking. The applicable standard or specification shall be identified in individual Technical Instructions based on the nature of the tasking.

Table 2 - Applicable Documents, Standards and Specifications

Applicable Doc #	Document Number	Document Title	SOW Subtask
3.1	NAVSEA SL720-AA-MAM-010	Fleet Modernization Manual	4.2.4, 4.2.5, 4.3.1
3.2	MIL-DTL-24784B SUP 1	Technical Manual, General Acquisition and Development Requirements	4.2.7
3.3	MIL-STD-40051-1 (Chg-3)	DoD Standard Practice;` Preparation of Digital Information for Interactive Electronic Technical Manuals (IETMs)	4.2.7
3.4	MIL-STD-38784	Standard Practices for Manuals, Technical; General Style and Format Requirements	4.2.7
3.5	MIL-DTL-31000B	Technical Data Packages, Detail Specification	4.1.1, 4.1.2, 4.3.4, 4.3.6, 4.3.9

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Applicable Doc #	Document Number	Document Title	SOW Subtask
3.6	MIL-HDBK-61A(SE)	Configuration Management Guidance	4.3.1, 4.3.4
3.7	DoD Instruction 5230.24	Distribution Statements for Use on Technical Documents	4.1.2, 4.1.4, 4.1.5, 4.1.6, 4.1.7, 4.2.7, 4.3.2, 4.3.7
3.8	NAVSEA 0948-LP-045-7010	Manual Material Control Standard (Non-Nuclear)	4.2.4, 4.2.5, 4.2.7
3.9	OPNAVINST 4790.4 (Series)	Planned Maintenance System	4.2.3, 4.3.5
3.10	MIL-HDBK-502	Department of Defense Acquisition Logistics Handbook.	4.1.2, 4.1.3, 4.1.4, 4.2.1, 4.2.4, 4.3.7
3.11	MIL-PRF-49506	Logistic Management Information Specification	4.1.2, 4.1.3, 4.1.4, 4.2.1, 4.2.4, 4.2.5, 4.3.7
3.12	SECNAVINST 4000.31	Life Cycle Cost Policy and Responsibilities for Naval Sea Systems Command	4.1.2, 4.1.3, 4.1.4, 4.2.1, 4.2.4, 4.3.4, 4.3.5
3.13	NAVSEAINST 9085.2	Engineering Drawing Management Program	4.1.5, 4.1.6, 4.1.7, 4.3.2
3.14	OPNAV-P-111-1-86	Navy Training Plan	4.2.6
3.15	DOD-HDBK-292 (Navy)	Manual Training Materials Development	4.2.6
3.16	OPNAVINST 53117.7	Determining Manpower, Personnel and Training Requirements for Navy Acquisitions (HARDMAN)	4.2.6
3.17	OPNAVINST 5000.42	Computer Resources Life Cycle Management Plan	4.2.1, 4.3.4
3.18	OPNAVINST 5523.5B Encl. 69.2	Equipment and Systems Security Classification Guide	4.2.1, 4.3.3
3.19	MIL-HDBK-2084 (2)	General Requirements for Maintainability of Avionic and Electronic System and Equipment	4.2.4
3.20	IEEE 1413	Reliability Prediction Standard	4.2.2
3.21	DoD-STD-7935	Automated Data Systems Documentation	4.1.1, 4.1.5, 4.1.6, 4.1.7, 4.3.2
3.22	MIL-STD-1840C	Facility Guide Automated Interchange of Technical Information	4.1.1, 4.1.6, 4.3.8
3.23	MIL-HDBK-29612 (Series)	Guidance for Acquisition of Training Data Products and Services.	4.2.1, 4.2.6

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Applicable Doc #	Document Number	Document Title	SOW Subtask
3.24	NAVSUPINST 4790.8	Application of Maintenance Assistance Modules in Equipment	4.2.3
3.25	NAVSEAINST 4130.12A	Configuration Management Policy and Guidance	4.3.1, 4.3.6
3.26	MIL-STD-974	Contractor Integrated Technical Information Service	4.3.4
3.27	MIL-HDBK-288B	Military Handbook, Review and Acceptance of Engineering Drawing Practices	4.1.6, 4.2.3
3.28	MIL-HDBK-881	Work Breakdown Structure for Defense Material Items	4.2.4
3.29	SECNAVINST 4130.2	Department of the Navy Configuration Management Manual.	4.3.1
3.30	MIL-PRF-29612B	Training Data Products	4.2.6
3.31	MIL-HDBK-9660B	DoD produced CD ROM Products	4.2.7

#### 4.0 REQUIREMENTS

The Contractor shall perform Program Technical Services, Integrated Logistic Support, and Engineering Change Documentation Services as follows:

4.1 TASK A - PROGRAM TECHNICAL SERVICES: The Contractor shall provide technical and management services as follows:

4.1.1 Technical Data Package Preparation: Using GFI items 16 and 22, the Contractor shall prepare technical data packages for SWFTS systems, subsystems, equipment or components which includes such items as technical data requirements, specifications, and management plans in accordance with the guidelines and requirements identified in Table 2 above.

4.1.2 Program Plans/Documentation: Using GFI items 19 and 21, the Contractor shall develop, analyze, and provide technical and administrative services in preparing workload plans; program plans and/or project associated documentation. These plans shall be requested on a project basis, with the type of plan differing according to the project.

4.1.3 Program Reports: Using GFI items 16 and 22, the Contractor shall prepare SWFTS program status reports. These reports shall be in narrative form with appropriate graphics to define the information. Reports shall include basic management and program historical information, current status, and expected schedule of future events.

In addition to program type reports, the Contractor shall format and publish documents such as test reports, engineering change documentation, test procedures, workload planning and execution.

4.1.4 Program Management Services: Using GFI items 5, 19, 22 and 24, the Contractor shall provide program services for all SWFTS program elements. This shall include tasks in preparing strategic plans; technology transfer; quality assurance; program tasking; workload planning and analysis; capital investment planning and budgeting; financial and workload data analysis; and capital asset utilization. The Contractor shall plan meetings, coordinate schedules with participants, reserve existing meeting space, prepare agenda and/or briefing materials, ensure that

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briefing materials and equipment are available, record and publish meeting minutes, and maintain an action item tracking system of the Contractor's choice for specified projects.

4.1.5 Data Entry: Using GFI item 8, the Contractor shall administer accounts on existing data management systems. The Contractor shall maintain the data management systems. The Contractor shall receive and record documents/data, organize, record and input management data, and verify data inputs. The Contractor shall organize and attend working sessions to resolve problems in the areas of maintenance and operation of the data management systems.

4.1.6 Data Maintenance and Distribution: Using GFI items 14 and 17, the Contractor shall administer a data repository(s) containing engineering data, which consists of items such as engineering drawings, manuals, inventory data and other technical documents/data. The Contractor shall receive documents/data, maintain an automated logging system, remove and release documents/data as requested, maintain a record of master and copy holders, and provide reproduction and distribution. Distribution tasks require packaging, labeling, and mailing or otherwise shipping single or multiple documents to single or multiple locations within or outside the Government.

4.1.7 Data Destruction: Using GFI items 8 and 22, the Contractor shall perform destruction of media and software. The Contractor shall adhere to the most current data destruction requirements for both classified and unclassified data. The Government will determine what items require destruction which will be detailed in Technical Instructions.

#### Performance Standard Program Services and Products

*Plans, analyses, recommendations, reports, technical and ILS documentation, manuals, and schedules are technically accurate and in conformance to governing CDRLs or specified guidance (e.g. commercial standards and practices). Deliverables shall be complete and 95% free of errors not requiring corrections after Government reviews. All deliverables shall meet or exceed required delivery date(s). Technical documentation requiring Government review and comment incorporation will require no more than one review/comment/approval cycle to meet acceptance*

4.2 TASK B – INTEGRATED LOGISTICS SUPPORT (ILS) REQUIREMENTS. The Contractor shall provide services to develop, maintain, and revise ILS and ILS related documentation.

4.2.1 ILS Planning: Using GFI items 16, 22 and 23, the Contractor shall develop program plans that identify system readiness objectives, system and equipment design, status of planned acquisition and identify those items required for IL Assessments throughout system acquisition and the life cycle process. Analysis of Commercial Off-the-Shelf and Non-Developmental Item (COTS/NDI) implementation initiatives and strategies shall be included.

4.2.2 Reliability, Maintainability and Availability (RM&A): Using GFI items 3, 20, 25 and 28, the Contractor shall provide Reliability, Maintainability and Availability (RM&A) assessments reports and Failure Modes and Effects Criticality Analysis (FMECA) reports for equipment. The reports shall include assessments of reported equipment failures from various data resources such as 3M CASREP, supply demand, overhaul records, repair records, and installation and checkout spares utilization reports. The Contractor shall resolve and respond to recommendations for Fleet-generated Maintenance Index Page (MIP) and Maintenance Requirement Cards (MRC).

4.2.3 Maintenance Planning: Using GFI items 9 and 27, the Contractor shall develop, revise, update, and maintain ILS technical documentation for Submarine Combat Control (CC) and subsystem equipment. ILS documentation shall be delivered under ILS technical reports cover page. The Contractor shall develop revisions to equipment maintenance plans, maintenance planning documents, and criteria for all levels of maintenance. The Contractor shall make recommendations for optimization of system maintenance and repair time, and improvements to

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the Mean-Time-To-Repair (MTTR) and Level-of-Repair of all equipment reviewed.

4.2.4 Repair & Replacement Services: Using GFI items 1, 2, 13, 28 and 29, the Contractor shall first perform engineering efforts for analyzing or troubleshooting SWFTS hardware/software problems within the affected system, determine a solution to the identified problem, present the proposed solution for Government approval, procure the necessary replacement parts in accordance with Technical Instructions (TIs), configure the replacement parts, and field the solution to the Navy. The Contractor shall ensure that the most cost-effective solution (either procurement of replacement parts or repair/upgrade the existing components of the SWFTS systems) is utilized and meets the operational needs of the request. This will be in response to one of the following types of Government requests (on average a total of (6) Gov't requests per month):

- 1) A Casualty Report (CASREP) from a U.S. Submarine
- 2) A NAVSUP request for assistance
- 3) An engineering solution to an emergent high-failure item

The Contractor shall provide an "end-to-end solution" for all affected ships, and procure additional replacement parts solely for the purpose of fulfilling time-sensitive scheduled installations, or parts requested by NAVSUP/NAVSEA in accordance with a Government request (e.g., CASREP, NAVSUP request, or engineering solution to an emergent high-failure item).

In the event additional replacement parts require temporary storage prior to installation, the Contractor shall maintain this Government property at the Contractor's facility. The Contractor is not permitted to purchase additional replacement parts (other than the approved parts specified in the Technical Instruction) for the purpose of maintaining an on-hand inventory for future requests.

The Contractor shall be required to provide emergency supply support when emergent tasking is received 365 days per year, 24 hours per day, 7 days per week. Due to the urgent nature of this tasking, all Government requests for replacement parts shall be handled immediately by the Contractor based on the type of Government requests specified above. Urgent delivery schedules for replacement parts shall be stated in individual Technical Instructions provided to the Contractor.

4.2.5 Packaging, Handling, Storage, and Transportation (PHS&T): Using GFI items 2, 13 and 22, the Contractor shall establish PHS&T requirements to ensure configuration items are sheltered against natural and induced environments while in transportation, storage, and handling modes complying with SWFTS program and logistics objectives.

4.2.6 SWFTS Training: Using GFI items 4, 6, 15, 17 and 20, the Contractor shall develop, maintain and revise training materials and curricula, and provide instructors for SWFTS and Weapon training courses. Training materials may include aids for training such as models, tutorials, displays, brochures, videos and books. The Contractor shall develop the documentation and provide training in the areas of assembly, maintenance, disassembly and operation of various SWFTS systems. The Contractor shall perform operational and maintenance training for factory, on-board, or dockside training efforts and prepare and produce deliverables in electronic format. The Contractor shall coordinate and plan SWFTS training programs and design, document, and track training systems and curriculum material for operational and maintenance training programs. The Contractor shall provide training evaluation reports.

4.2.7 Technical Documentation: Using GFI item 5, the Contractor shall develop, maintain, and revise logistics products. This includes the generation and distribution of copies; and the proper storage, retrieval, and disposal of Technical Documentation (TD). All documentation developed or revised shall be in electronic format.

#### Performance Standard ILS Services and Products

*Plans, analyses, recommendations, reports, technical and ILS documentation, manuals, and*

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*schedules are technically accurate and in conformance to governing CDRLs or specified guidance (e.g. commercial standards and practices). Deliverables shall be complete and 95% free of errors not requiring corrections after Government reviews. All deliverables shall meet or exceed required delivery date(s). Technical documentation requiring Government review and comment incorporation will require no more than one review/comment/approval cycle to meet acceptance*

4.3 TASK C – Engineering Change Documentation (ECD) Requirements. The Contractor shall provide services to develop, maintain, and revise ECD.

4.3.1 Configuration Management Services: Using GFI items 3, 5 and 20, the Contractor shall confirm the existing baseline functional and physical characteristics for submarine combat control systems and related equipment using existing Navy databases. Contractor shall track, and document the status of all ECDs related to the system baselines. The Contractor shall conduct functional and physical configuration audits. The Contractor shall provide technical findings reports and update changes to the Configuration Identification Data Management System (CIDMS) or appropriate Database. The Contractor shall analyze and input systems engineering and fleet modernization data. The Contractor shall maintain system baseline information. The Contractor shall maintain ECD identifying changes to hardware, software, and documentation Change Instructions (CIs) for system programs. Contractor shall perform engineering studies to identify technical deficiencies, to evaluate proposed design changes, and to recommend alternative approaches. The Contractor shall make corrections to the ECDs.

4.3.2 Media Management: Using GFI items 7, 8 and 22, the Contractor shall gather, maintain, and distribute media and documentation for laboratory and shipboard systems. The Contractor shall integrate software elements from CC and subsystem developers to assemble product baseline packages. The Contractor shall install CC media on laboratory equipment to verify conformance to technical documentation prior to formal test or fleet delivery. The Contractor shall gather, maintain, and distribute product baseline media and CM documentation for problem investigations.

4.3.3 System Problem Management: Using GFI items 12 and 18, the Contractor shall provide analysis, assessment and resolution of documented system problems. The Contractor shall perform systems engineering analysis of Program Trouble Reports (PTRs) for resolution and disposition. The Contractor shall perform studies to identify issues, trends, or Reliability/Maintainability/Assessability (R/M/A) problem areas and recommend solutions. The Contractor shall conduct studies and investigations to resolve PTRs, and to identify impacts to design, operation, maintenance, and production of SWFTSs.

4.3.4 Life Cycle Engineering: Using GFI items 5, 25 and 26, the Contractor shall review engineering changes, or alterations to identify impact on system performance, reliability, availability, quality, and life-cycle cost.

4.3.5 Maintenance Engineering: Using GFI item 27, the Contractor shall review system changes for impacts to SWFTS maintenance. Provide recommendations or identify impacts to maintenance programs for CC systems and subsystems.

4.3.6 Engineering Change Proposal (ECP) Preparation: Using GFI item 5, the Contractor shall prepare, review, analyze, and assess Engineering Change Proposals and make recommendations for Engineering Change Orders and Technical Directives with supporting rationale.

4.3.7 Engineering for Program Planning and Technology Assessment: Using GFI items 7, 10 and 11, the Contractor shall analyze fleet mission requirements and changes, and provide engineering recommendations concerning design, development, correction, and improvement. The Contractor shall analyze proposed changes and emerging technologies for impacts on system operation, maintenance, fleet mission effectiveness, life cycle costs, interface requirements, and other factors.

4.3.8 Modeling Simulation: Using GFI item 25, the Contractor shall evaluate fleet combat



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systems performance using modeling and simulation techniques. The Contractor shall develop Modeling and Simulation (M&S) systems for CC and subsystem training.

4.3.9 Tactics, Techniques and Procedures: Using GFI items 4, 5 and 17, the Contractor shall develop inputs/changes to Tactics, Techniques and Procedures (TTP) for CC Systems and subsystems.

#### Performance Standard Engineering Services and Products

*Plans, analyses, recommendations, reports, technical and ILS documentation, manuals, and schedules are technically accurate and in conformance to governing CDRLs or specified guidance (e.g. commercial standards and practices). Deliverables shall be complete and 95% free of errors not requiring corrections after Government reviews. All deliverables shall meet or exceed required delivery date(s). Technical documentation requiring Government review and comment incorporation will require no more than one review/comment/approval cycle to meet acceptance*

#### 4.4 DELIVERABLE PRODUCTS:

The Contractor shall provide the following deliverables based on the applicable Statement of Work task(s) specified in Table 3 below:

Table 3 – Task Order Deliverables

CDRL	Data Deliverable for Tasks	Applicable SOW Section
A001	White Paper	4.1.1, 4.2.1, 4.3.6, 4.3.7
A002	Technical Data Package	4.1.1, 4.3.6, 4.3.7
A003	Briefing Material	4.1.4
A004	Project Plan	4.1.2, 4.1.3, 4.1.4, 4.2.1
A005	Program Report	4.1.3
A006	Material and Inventory Report	4.1.5, 4.1.6, 4.1.7, 4.2.4, 4.3.2
A007	Instructional Material	4.2.6
A008	Training Documentation Updates	4.2.6
A009	Technical Documentation	4.2.7, 4.3.2, 4.3.9
A00A	Engineering Change Documentation	4.1.3, 4.3.1 through 4.3.9
A00B	Engineering Study	4.2.3, 4.2.4, 4.2.5, 4.3.1, 4.3.4
A00C	Test Reports	4.1.3, 4.2.2, 4.2.4

#### 5.0 PLACES OF PERFORMANCE

Services shall be performed at both Contractor and Government Sites. The following is a listing of the Government sites:

- All Submarine Warfare Federated Tactical Systems (SWFTS) operational platforms;
- SWFTS System Development Contractor, Government Navy, or OEM laboratory facilities;
- Associated shore-based trainers;
- Test, ISEA, or production laboratory systems;
- Wide Area Integration Facilities (WAIF)

#### 6.0 GOVERNMENT FURNISHED PROPERTY (GFP) & INFORMATION (GFI)

6.1.1 Government Furnished Property (GFP) identified in Attachment # 2 will be provided to the Contractor for performance at Government facilities.

6.1.2 Government Furnished Information (GFI) will be identified under individual Technical Instructions (TI) and made available as applicable under this task order. The following GFI will be

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provided to the Contractor as identified in Table 4:

Table 4 – Government Furnished Information

Item #	GFI	SOW Subtask #
1	Allowance Parts Lists	4.2.2, 4.2.4
2	Casualty Reports	4.2.4, 4.2.5
3	Configuration Data Managers Database – Open Architecture (CDMD-OA)	4.2.2, 4.3.1
4	Concept of Operations	4.2.6, 4.3.9
5	Engineering Change Documentation	4.1.4, 4.2.7, 4.3.1, 4.3.4, 4.3.6, 4.3.9
6	Firing Craft Procedures	4.2.6
7	Fleet Availability Schedules	4.3.2, 4.3.7
8	Fleet Configuration Management Data	4.1.5, 4.1.7, 4.3.2
9	Fleet Manpower Allocations	4.2.3
10	Fleet Manpower Data	4.3.7
11	Fleet Mission Data	4.3.7
12	Fleet Program Trouble Reports	4.3.3
13	Fleet Requisitions	4.2.4, 4.2.5
14	Interface Control Drawings	4.1.6
15	Navy Training Plans	4.2.6
16	Operational System Requirements	4.1.1, 4.1.3, 4.2.1
17	Operator and Maintenance Manuals	4.1.6, 4.2.6, 4.3.9
18	Problem Assessment Board (PAB) Reports	4.3.3
19	Personnel Skill Set Data	4.1.2, 4.1.4
20	Planned Maintenance Documentation	4.2.2, 4.2.6, 4.3.1
21	Program Funding Data	4.1.2
22	Program Schedules	4.1.1, 4.1.3, 4.1.4, 4.1.7, 4.2.1, 4.2.5, 4.3.2
23	Risk Assessment Documentation	4.2.1
24	Risk Management Data	4.1.4
25	Reliability/Maintainability/Availability (RMA) Data	4.2.2, 4.3.4, 4.3.8
26	Schedule and Staffing Data	4.3.4
27	System Maintenance Plans	4.2.3, 4.3.5
28	Vendor Reliability Data	4.2.2, 4.2.4
29	Vendor Technical Data	4.2.4

**C16S COST AND PERFORMANCE REPORTING (OCT 2012)**

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into Wide Area Workflow (WAWF). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all

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assigned tasks. It informs the Government of existing or potential problem areas.

(1) Access:

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

b) WAWF: See Section G – Clause HQ G-2009 and 252.232-7006.

(2) Format.

a) eCRAFT: Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft) as defined in the EPRU manual.

b) Contractor's Performance Report: The pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is mandatory.

(3) Scope and Content. Costs incurred under this contract/task order are to be segregated at the lowest level of performance, either task, subtask or Technical Instruction (TI), rather than on a total task contract/order basis.

a) eCRAFT: Supporting documentation in eCRAFT shall include summaries of work charged during the period covered.

b) Contractor's Performance Report:

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart, including the addition/deletion of any subcontractors and key personnel

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results. This shall be a full breakdown, including locations, names of the people who travelled, and costs.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as technical instructions, e-mails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(4) Submission and Approval.

a) The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice into WAWF. The amounts shall be same. eCRAFT Approval will be indicated by e-mail notification from eCraft.

b) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to

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NUWCDIVNPT Code 02.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

**C23S FACILITIES (NOV 2010)**

(a) The Contractor shall provide liaison office(s) within commuting distance (defined as within 50 miles by surface transportation) of the Naval Undersea Warfare Center Division, Newport. The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the DD Form 254 (if attached).

(b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment (labor, transportation or otherwise) in connection with any personnel set in readiness at, or brought to such facility in preparation for, or in expectation of, work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during task order performance.

**C25S ACCESS TO GOVERNMENT SITE (OCT 2009)**

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

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

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

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

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available under "Contractor Info" at: <http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at: [http://www.navsea.navy.mil/nuwc/newport/docs/EMS\\_EnvPolicy1.pdf](http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf)

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also

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available on the NUWC Division Newport Internet site. This document is available at: [http://www.navsea.navy.mil/nuwc/newport/docs/External ISO14001\\_2009 Training.pdf](http://www.navsea.navy.mil/nuwc/newport/docs/External ISO14001_2009 Training.pdf)

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWC DIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

**C26S INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON-DOD INFORMATION SYSTEMS (JUL 2010)**

a. The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in Attachment 2 to Directive-Type Memorandum (DTM) 08.027 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address:

<http://www.dtic.mil/whs/directives/corres/pdf/DTM-08-027.pdf>

b. Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.

c. Contractor personnel that have not been briefed on Attachment 2 to Directive-Type memorandum (DTM) 08-027 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.

d. Subcontracts. If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

**C57S EXCEPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)**

(a) The Government has determined that this procurement is an exception to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194).

(b) Notwithstanding that an exception exists, the Contractor may furnish items or services provided under this order that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

**HQ C-1-0001 ITEM(S) 7999 Series CLINs - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

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

**HQ C-2-0002 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

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the Contractor has agreement(s).

(b) The Contractor agrees to:

(1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted;

(2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer;

(3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement;

(4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

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

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

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

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

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

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent

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with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

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

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

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

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

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

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

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

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

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

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

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

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

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

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"CHANGES" clause of this contract.

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

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of four 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



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completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

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

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

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

(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.

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

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

(b) Requirements.

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

**HQ C-2-0059 Updating Specifications and Standards (NAVSEA) (AUG 1994)**

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

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## **SECTION D PACKAGING AND MARKING**

**APPLICABLE TO ALL ITEMS:** There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed, and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

**The following Clauses are incorporated by Full Text:**

### **HQ D-1-0001 DATA PACKAGING LANGUAGE**

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

**The following Clauses are incorporated by Reference:**

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

**The following Clauses are incorporated by Full Text:**

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

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

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

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

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7100	7/27/2015 - 7/26/2016
7200	9/11/2015 - 7/26/2016
7300	9/11/2015 - 7/26/2016
7400	10/23/2015 - 7/26/2016
9100	7/27/2015 - 7/26/2016
9200	9/11/2015 - 7/26/2016
9300	9/11/2015 - 7/26/2016
9400	10/23/2015 - 7/26/2016

The following Clauses are incorporated by Reference:

**52-247.34 F.O.B. DESTINATION (NOV 1991)**

The following Clauses are incorporated by Full Text:

**HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES**

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

CLIN	Funding Type	Base or Option #	Performance Period
7100 & 9100	O&M,N	Base	07/27/2015 - 07/26/2016
7200 & 9200	OPN	Option 1	09/11/2015 - 07/26/2016
7300 & 9300	SCN	Option 2	09/11/2015 - 07/26/2016
7400 & 9400	WCF	Option 3	10/23/2015 - 07/26/2016
7500 & 9500	SPDP	Option 4	07/27/2015 - 07/26/2016*
7600 & 9600	FMS	Option 5	07/27/2015 - 07/26/2016*
7101 & 9101	O&M,N	Option 6	07/27/2016 - 07/26/2017*
7201 & 9201	OPN	Option 7	07/27/2016 - 07/26/2017*
7301 & 9301	SCN	Option 8	07/27/2016 - 07/26/2017*
7401 & 9401	WCF	Option 9	07/27/2016 - 07/26/2017*
7501 & 9501	SPDP	Option 10	07/27/2016 - 07/26/2017*
7601 & 9601	FMS	Option 11	07/27/2016 - 07/26/2017*
7102 & 9102	O&M,N	Option 12	07/27/2017 - 07/26/2018*
7202 & 9202	OPN	Option 13	07/27/2017 - 07/26/2018*
7302 & 9302	SCN	Option 14	07/27/2017 - 07/26/2018*
7402 & 9402	WCF	Option 15	07/27/2017 - 07/26/2018*
7502 & 9502	SPDP	Option 16	07/27/2017 - 07/26/2018*
7602 & 9602	FMS	Option 17	07/27/2017 - 07/26/2018*

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**\*If option is exercised.**

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

**F30SX PLACE OF PERFORMANCE (APR 2005)**

Work will be performed at NUWCDIVNPT, the Contractor's facility or other locations, as required by the Statement of Work.

**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. **REFER TO EXHIBIT "A"**

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## SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

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

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

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

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

“Department of Defense Activity Address Code (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).

Cost Voucher

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

Destination/Destination

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N66604
Admin DoDAAC	S2206A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N66604
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA610
Other DoDAAC(s)	Not Applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

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

\_\_\_\_\_

(g) WAWF point of contact.

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

\_\_\_\_\_

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

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

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis,



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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.

#### **G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2012)**

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

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

(c) The Contracting Officer is:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

(d) The Task Order Negotiator is:

[REDACTED]

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[REDACTED]

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

[REDACTED]

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

[REDACTED]

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

(g) The Contractor's Representative is:

[REDACTED]

**G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)**

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

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

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

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

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

**G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)**

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

[REDACTED]



[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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## SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be \_\_\_\_\_ total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that \_\_\_\_\_ man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended 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

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performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

**(k) The Government estimates a 75% Government site/25% Contractor site split for Labor Hours under this Task Order.**

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

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

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

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000  
Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

**5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

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

	ESTIMATED ALLOTTED TO COST	ESTIMATED ALLOTTED TO FEE	TOTAL AMOUNT ALLOTTED	ESTIMATED PERIOD OF PERFORMANCE
710001	[REDACTED]	[REDACTED]	[REDACTED]	7/27/15 - 7/26/16
910001	[REDACTED]	[REDACTED]	[REDACTED]	7/27/15 - 7/26/16
730001	[REDACTED]	[REDACTED]	[REDACTED]	9/11/15 - 7/26/16
930001	[REDACTED]	[REDACTED]	[REDACTED]	9/11/15 - 7/26/16

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710002	██████████	██████████	██████████	9/11/15 - 7/26/16
710003	██████████	██████████	██████████	9/11/15 - 7/26/16
910002	██████████	██████████	██████████	9/11/15 - 7/26/16
720001	██████████	██████████	██████████	9/11/15 - 7/26/16
710004	██████████	██████████	██████████	9/11/15 - 7/26/16
710005	██████████	██████████	██████████	9/11/15 - 7/26/16
720002	██████████	██████████	██████████	9/11/15 - 7/26/16
720003	██████████	██████████	██████████	9/11/15 - 7/26/16
920001	██████████	██████████	██████████	9/11/15 - 7/26/16
720004	██████████	██████████	██████████	Effective date of mod 2 - 7/26/16
740001	██████████	██████████	██████████	10/23/2015 - 7/26/2016
940001	██████████	██████████	██████████	10/23/2015 - 7/26/2016
730002	██████████	██████████	██████████	Effective Date of Mod 03 to 7/26/2016
740002	██████████	██████████	██████████	Effective Date of Mod 04 to 7/26/2016
720005	██████████	██████████	██████████	Effective Date of Mod 05 to 7/26/2016
740003	██████████	██████████	██████████	Effective Date of Mod 05 to 7/26/2016
940002	██████████	██████████	██████████	Effective Date of Mod 05 to 7/26/2016



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720006	██████████	██████████	██████████	Effective Date of Mod 06 to 7/26/2016
920002	██████████	██████████	██████████	Effective Date of Mod 06 to 7/26/2016
730003	██████████	██████████	██████████	Effective Date of Mod 07 to 7/26/2016
710006	██████████	██████████	██████████	Effective Date of Mod 07 to 7/26/2016
730004	██████████	██████████	██████████	Effective Date of Mod 07 to 7/26/2016
730005	██████████	██████████	██████████	Effective Date of Mod 08 to 7/26/2016
720007	██████████	██████████	██████████	Effective Date of Mod 09 to 7/26/2016
920003	██████████	██████████	██████████	Effective Date of Mod 09 to 7/26/2016

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

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

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

**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.

(c) List of Key Personnel:

Key Labor Category	Name	Key Labor Category	Name
Senior Technical Representative	██████████	Logistician III	██████████
Program Manager	██████████	Logistician III	██████████
Deputy Program Manager	██████████	Specialist, Configuration Mgmt III	██████████
Analyst, Computer Systems III	██████████	Specialist, Configuration Mgmt III	██████████

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Analyst, Management III	[REDACTED]	Specialist, Training III	[REDACTED]
Logistician II	[REDACTED]	Specialist, Training III	[REDACTED]
Logistician II	[REDACTED]	Systems Engineer IV	[REDACTED]
Logistician II	[REDACTED]	Technical Writer, Supervisor	[REDACTED]
Technician, Supply	[REDACTED]		

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

The Government will provide only that property set forth in **Attachment #1**, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the items listed in **Attachment #1** for use in the performance of this contract.

### 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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(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.

#### **H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)**

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

#### **H81X TRAVEL RESPONSIBILITIES (OCT 2011)**

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

#### **H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)**

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below (identified to the current Revision available as of the issue date of this solicitation):

Wage Determination #: 05-2467 Revision: 16 (07/14/2015) Area: Rhode Island, Statewide

The above Wage Determinations (WD) can be accessed from the following website:

<http://www.wdol.gov/>

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

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

The site will provide the appropriate WD.

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## SECTION I CONTRACT CLAUSES

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

### a. FAR:

- 52.204-2 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 (JUL 2013)
- 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES —IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)
- 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)
- 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
- 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN --- REPRESENTATION AND CERTIFICATION (DEC 2012)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.232-20 LIMITATION OF COST (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)

### b. DFARs:

- 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
- 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (JUN 2013)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
- 252.227-7017 IDENTIFICATION AND ASSERTATION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION WITH RESTRICTIVE LEGENDS (MAY 2013)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)
- 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 (APR 2012)
- 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

The following Clauses are incorporated by Full Text:

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

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

Option #	CLIN	Fund Type	Exercise Date - No Later Than
1	7200 & 9200	OPN	27-Jul-15
2	7300 & 9300	SCN	27-Jul-15
3	7400 & 9400	WCF	27-Jul-15
4	7500 & 9500	SPDP	27-Jul-15
5	7600 & 9600	FMS	27-Jul-15
6	7101 & 9101	O&M,N	27-Jul-16
7	7201 & 9201	OPN	27-Jul-16
8	7301 & 9301	SCN	27-Jul-16
9	7401 & 9401	WCF	27-Jul-16
10	7501 & 9501	SPDP	27-Jul-16
11	7601 & 9601	FMS	27-Jul-16
12	7102 & 9102	O&M,N	27-Jul-17
13	7202 & 9202	OPN	27-Jul-17
14	7302 & 9302	SCN	27-Jul-17
15	7402 & 9402	WCF	27-Jul-17
16	7502 & 9502	SPDP	27-Jul-17
17	7602 & 9602	FMS	27-Jul-17

(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.

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

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

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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

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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 subcontract not approved in the original task order award.***

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

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(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.

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(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

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





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## **SECTION J LIST OF ATTACHMENTS**

Exhibit "A"- DD1423- Contract Data Requirements List with Addendum

Attachment #1- GFP List

Attachment #2- DD254- Contract Security Classification Specification

Attachment #3- Performance Requirements Summary Table