

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NUMBER P00006		3. EFFECTIVE DATE 05/08/2020		4. REQUISITION/PURCHASE REQUISITION NUMBER 1300846521		5. PROJECT NUMBER (If applicable) N/A	
6. ISSUED BY CODE NUWC, NEWPORT DIVISION 1176 Howell Street, Building 1258 Newport, RI 02841-1708		7. ADMINISTERED BY (If other than Item 6) CODE DCMA BOSTON 495 SUMMER STREET BOSTON, MA 02210-2138		S2206A		SCD C	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) MIKEL Inc. 2 Corporate Place Suite 103 Middletown, Rhode Island 02842				9A. AMENDMENT OF SOLICITATION NUMBER <input checked="" type="checkbox"/>		9B. DATED (SEE ITEM 11) <input type="checkbox"/>	
CODE 5A6D6 FACILITY CODE 968755897				10A. MODIFICATION OF CONTRACT/ORDER NUMBER <input checked="" type="checkbox"/> N00178-14-D-7834/N6660420F3902		10B. DATED (SEE ITEM 13) 01/27/2020	

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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 letter or electronic communication, provided each letter or electronic communication 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 NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER 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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(b) 'Unilateral'; FAR 52.232-22 'Limitation of Funds'

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 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

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		[REDACTED]	05/08/2020
		(Signature of Contracting Officer)	

General Information

Distribution: KR, Code 01, DFAS-HQ0337, DCMA S2206A, [REDACTED]

[REDACTED]

NUWCDIVNPT PID Number [REDACTED]

NUWCDIVNPT Requisition Number: [REDACTED]

NUWCDIVNPT POC: [REDACTED]

This modification incorporates the following Technical Instructions, by reference:

TI-FY20 OPN-JM-19, TI-FY14 SCN-JM-21, TI-FY20 RDTE-INT-20, and TI-FY20-SR-OMN-23

The purpose of this modification is to:

1. Provide additional funding

SECTION B

1. Establish new Priced SLINs as follows: 7101AR, 7101AS, 7101AT, 7101AU, and 9101AK.
2. Shift ceiling and hours from holding CLIN 7100 to newly established Priced SLINs 7101AR, 7101AS, 7101AT, and 7101AU.
3. Shift ceiling from holding CLIN 9100 to newly established Priced SLIN 9101AK.

SECTION F

1. The Periods of Performance for Priced SLINs 7101AR, 7101AS, 7101AT, 7101AU, and 9101AK are added by this modification.

SECTION G

1. Accounting and Appropriation Data LLAs AT/7101AR, AU/7101AS, AV/7101AT, AQ/7101AU, and AV/9101AK are added by this modification.

NOTE: 2410(a) Authority is hereby invoked for SLIN 7101AU

As a result of this modification, the total funding obligated on this task order is increased from [REDACTED]

All other Task Order terms and conditions remain unchanged.

The conformed Task Order is contained in EDA and the SeaPort Portal.

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000		CPFF services in accordance with the Statement of Work (see Section C) Tasks 4.1 - 4.3 and 4.5. The following Fund Types are approved for use on all 7000 Series CLINs: OMN,FMS, Overhead, OPN, RDTE, SCC, SCN, SPDP, WCF, and WPN.					
7100	R706	Base Labor for SOW Tasks 4.1-4.3 and 4.5. (Fund Type - TBD)					
7101		Priced SLINs associated with Base Labor CLIN 7100					
7101AA	R706	██████████ FY of Funds: 2020; Type of Funds: O&MN,N; Customer Code: 259; Sponsor: PMS392; TI-FY20 OMN-MC-1 (O&MN,N)					
7101AB	R706	██████████ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 2514; Sponsor: PMS425; TI-FY19 SCN-JM-2 (SCN)					
7101AC	R706	██████████ FY of Funds: 2019; Type of Funds: OPN; Customer Code: 259; Sponsor: PMS 425; TI-BYG-1 CPFF (OPN)					
7101AD	R706	██████████ FY of Funds: N/A; Type of Funds: NUWCDIVNPT OH; Customer Code: 2514; Sponsor: NUWC CODE 25; TI-FY20OH-ML-7 (Fund Type - OTHER)					
7101AE	R706	██████████ FY of Funds: N/A; Type of Funds: FMS; Customer Code: 259; Sponsor: NAVAIR PMA 280; TI-FY20-SR-FMS-8 (FMS Case #UKPFBX)					
7101AF	R706	██████████ FY of Funds: 2019; Type of Funds: OPN; Customer Code: 2513; Sponsor: NAVSEA PMS 425; TI-FY19OPN-JM-TI06 (OPN)					
7101AG	R706	██████████ FY of Funds: 2020; Type of Funds: O&MN,N; Customer Code: 259; Sponsor: NAVSEA PMS392; TI-FY20 OMN-MC-10; 10 U.S.C. 2410(a) authority is hereby invoked. (O&MN,N)					
7101AH	R706	██████████ FY of Funds: 2020; Type of Funds: OPN; Customer Code: 2514; Sponsor: NAVSEA PMS 425; TI-FY20 OPN-JM-12 (OPN)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101AJ	R706	██████████ FY of Funds: 2020; Type of Funds: OPN; Customer Code: 2513; Sponsor: NAVSEA PMS 425; TI-FY20 OPN-INT-14 (OPN)	██████████	██████████	██████████	██████████	██████████
7101AK	R706	██████████ FY of Funds: N/A; Type of Funds: WCF; Customer Code: 2514; Sponsor: NAVSUP WSS; TI-FY20 WCF-JM-13 (WCF)	██████████	██████████	██████████	██████████	██████████
7101AL	R706	██████████ FY of Funds: 2020; Type of Funds: OPN; Customer Code: 259; Sponsor: NAVAIR PMA 280; TI FY20-OPN-SR-11 (OPN)	██████████	██████████	██████████	██████████	██████████
7101AM	R706	██████████ FY of Funds: 2020; Type of Funds: O&MN,N; Customer Code: 0CA; Sponsor: NAVSEA 07 PMS 392; TI-FY20 OMN-PR-15 (O&MN,N)	██████████	██████████	██████████	██████████	██████████
7101AN	R706	██████████ FY of Funds: 2020; Type of Funds: O&MN,N; Customer Code: 259; Sponsor: NAVAIR PMA 280; TI FY20-SR-OMN-9 (O&MN,N)	██████████	██████████	██████████	██████████	██████████
7101AP	R706	██████████ FY of Funds: 2020; Type of Funds: O&MN,N; Customer Code: 259; Sponsor: NAVSEA PMS 392; TI-FY20OMN-TC-16; 10 U.S.C. 2410(a) authority is hereby invoked. (O&MN,N)	██████████	██████████	██████████	██████████	██████████
7101AQ	R706	██████████ FY of Funds: N/A; Type of Funds: NUWCDIVNPT OH; Customer Code: 2501; Sponsor: NUWC CODE 25; TI-FY20OH-ML-17 (Fund Type - OTHER)	██████████	██████████	██████████	██████████	██████████
7101AR	R706	██████████ FY of Funds 2020; Type of Funds: OPN; Customer Code: 259; Sponsor: NAVSEA PMS 425; TI-FY20 OPN-JM-19 (OPN)	██████████	██████████	██████████	██████████	██████████
7101AS	R706	██████████ FY of Funds 2014; Type of Funds: SCN; Customer Code: 2514; Sponsor: NAVSEA PMS 425; TI-FY14 SCN-JM-21 (SCN)	██████████	██████████	██████████	██████████	██████████
7101AT	R706	██████████ FY of Funds 2020; Type of Funds: RDT&E; Customer Code: 2511; Sponsor: NAVSEA PMS 425; TI-FY20 RDTE-INT-20 (RDT&E)	██████████	██████████	██████████	██████████	██████████
7101AU	R706	██████████ FY of Funds 2020; Type of Funds: O&MN; Customer Code: 259; Sponsor: NAVAIR PMA280; TI-FY20- SR-OMN-23. 10 U.S.C. 2410(a) authority is hereby invoked. (O&MN,N)	██████████	██████████	██████████	██████████	██████████
7200	R706	Option 1: Labor for SOW Tasks 4.1-4.3 and 4.5. (Fund Type - TBD) Option	██████████	██████████	██████████	██████████	██████████
7300	R706	Option 2: Labor for SOW Tasks 4.1-4.3 and 4.5. (Fund Type - TBD) Option	██████████	██████████	██████████	██████████	██████████
7400	R706	Option 3: Labor for SOW Tasks 4.1-4.3 and 4.5. (Fund Type - TBD) Option	██████████	██████████	██████████	██████████	██████████

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7500	R706	Option 4: Labor for SOW Tasks 4.1-4.3 and 4.5. (Fund Type - TBD) Option					

Cost Type / NSP Items:

7999	Contract Data Requirements Lists (CDRLs) for 7000 Series CLINs, Exhibit A; Not Separately Priced (NSP).								
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FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		Firm Fixed Price services in accordance with the Statement of Work Task 4.4 (see Section C). The following Fund Types are approved for use on all 8000 Series CLINs: OMN,FMS, Overhead, OPN, RDTE, SCC, SCN, SPDP, WCF, and WPN.				
8101	R706	Base Labor SOW Task 4.4 for OHIO Program. (OPN)				
810101	R706	██████████ FY of Funds: 2018; Type of Funds: OPN; Customer Code: 259; Sponsor: PMS 425 (OPN)				
8102	R706	Option 5: Labor SOW Task 4.4 for AN/BYG-1 Program. (OPN)				
810201	R706	██████████ FY of Funds: 2018; Type of Funds: OPN; Customer Code: 259; Sponsor: PMS 425 (OPN)				
810202	R706	██████████ FY of Funds: 2019; Type of Funds: OPN; Customer Code: 259; Sponsor: PMS 425 (OPN)				
8103	R706	Option 6: Labor SOW Task 4.4 for OHIO Program. (Fund Type - TBD) Option				
8104	R706	Option 7: Labor SOW Task 4.4 for AN/BYG-1 Program. (Fund Type - TBD) Option				
8201	R706	Option 8: Labor SOW Task 4.4 for OHIO Program. (Fund Type - TBD) Option				
8202	R706	Option 9: Labor SOW Task 4.4 for AN/BYG-1 Program. (Fund Type - TBD) Option				
8203	R706	Option 10: Labor SOW Task 4.4 for OHIO Program. (Fund Type - TBD) Option				
8204	R706	Option 11: Labor SOW Task 4.4 for AN/BYG-1 Program. (Fund Type - TBD) Option				
8301	R706	Option 12: Labor SOW Task 4.4 for OHIO Program. (Fund Type - TBD) Option				

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8302	R706	Option 13: Labor SOW Task 4.4 for AN/BYG-1 Program. (Fund Type - TBD) Option	█	█	█	█
8303	R706	Option 14: Labor SOW Task 4.4 for OHIO Program. (Fund Type - TBD) Option	█	█	█	█
8304	R706	Option 15: Labor SOW Task 4.4 for AN/BYG-1 Program. (Fund Type - TBD) Option	█	█	█	█
8401	R706	Option 16: Labor SOW Task 4.4 for OHIO Program. (Fund Type - TBD) Option	█	█	█	█
8402	R706	Option 17: Labor SOW Task 4.4 for AN/BYG-1 Program. (Fund Type - TBD) Option	█	█	█	█
8403	R706	Option 18: Labor SOW Task 4.4 for OHIO Program. (Fund Type - TBD) Option	█	█	█	█
8404	R706	Option 19: Labor SOW Task 4.4 for AN/BYG-1 Program. (Fund Type - TBD) Option	█	█	█	█
8501	R706	Option 20: Labor SOW Task 4.4 for OHIO Program. (Fund Type - TBD) Option	█	█	█	█
8502	R706	Option 21: Labor SOW Task 4.4 for AN/BYG-1 Program. (Fund Type - TBD) Option	█	█	█	█
8503	R706	Option 22: Labor SOW Task 4.4 for OHIO Program. (Fund Type - TBD) Option	█	█	█	█
8504	R706	Option 23: Labor SOW Task 4.4 for AN/BYG-1 Program. (Fund Type - TBD) Option	█	█	█	█

FFP / NSP Items:

8888	Delivery of Contractor Acquired Property to Government Site. The contractor shall submit a Receiving Report (Stand-Alone) for each delivery per Clause 252.232-7006.	█	█
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ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		Cost Only Prime and Subcontractor Travel and Materials (with burdens, no fee). The following Fund Types are approved for use on 9000 Series CLINs: OMN,FMS, Overhead, OPN, RDTE, SCC, SCN, SPDP, WCF, and WPN. For all hardware deliveries to NUWC DIVNPT, see Clause UW-D-2-0001 for details.			
9100	R706	Base ODC in support of CLIN 7100 for SOW Tasks 4.1 -4.3 and 4.5. (Fund Type	█	█	█

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		- TBD)			
9101					
9101AA	R706	██████████ FY of Funds: 2020; Type of Funds: O&MN,N; Customer Code: 259; Sponsor: PMS392; TI-FY20 OMN-MC-1 (O&MN,N)	█	█	██████████
9101AB	R706	██████████ FY of Funds: 2019; Type of Funds: OPN; Customer Code: 259; Sponsor: PMS 425; TI-BYG-1 CPFF (OPN)	█	█	██████████
9101AC	R706	██████████ FY of Funds: N/A; Type of Funds: NUWC DIVNPT OH; Customer Code: 2514; Sponsor: NUWC CODE 25; TI-FY20OH-ML-7 (Fund Type - OTHER)	█	█	██████████
9101AD	R706	██████████ FY of Funds: N/A; Type of Funds: FMS; Customer Code: 259; Sponsor: NAVAIR PMA 280; TI-FY20-SR-FMS-8 (FMS Case #UKPFBX)	█	█	██████████
9101AE	R706	██████████ FY of Funds: 2020; Type of Funds: O&MN,N; Customer Code: 259; Sponsor: NAVSEA PMS392; TI-FY20 OMN-MC-10; 10 U.S.C. 2410(a) authority is hereby invoked. (O&MN,N)	█	█	██████████
9101AF	R706	██████████ FY of Funds: 2020; Type of Funds: OPN; Customer Code: 2514; Sponsor: NAVSEA PMS 425; TI-FY20 OPN-JM-12 (OPN)	█	█	██████████
9101AG	R706	██████████ FY of Funds: 2020; Type of Funds: OPN; Customer Code: 259; Sponsor: NAVAIR PMA 280; TI FY20 OPN-SR-11 (OPN)	█	█	██████████
9101AH	R706	██████████ FY of Funds: 2020; Type of Funds: O&MN,N; Customer Code: 259; Sponsor: NAVAIR PMA 280; TI FY20-SR-OMN-9 (O&MN,N)	█	█	██████████
9101AJ	R706	██████████ FY of Funds: 2020; Type of Funds: O&MN,N; Customer Code: 259; Sponsor: NAVSEA PMS 392; TI-FY20OMN-TC-16; 10 U.S.C. 2410(a) authority is hereby invoked. (O&MN,N)	█	█	██████████
9101AK	R706	██████████ FY of Funds 2020; Type of Funds: RDT&E; Customer Code: 2511; Sponsor: NAVSEA PMS 425; TI-FY20 RDTE-INT-20 (RDT&E)	█	█	██████████
9200	R706	Option 1: ODC in support of CLIN 7200 for SOW Tasks 4.1 -4.3 and 4.5. (Fund Type - TBD) Option	█	█	██████████
9300	R706	Option 2: ODC in support of CLIN 7300 for SOW Tasks 4.1 -4.3 and 4.5. (Fund Type - TBD) Option	█	█	██████████
9400	R706	Option 3:ODC in support of CLIN 7400 for SOW Tasks 4.1 -4.3 and 4.5. (Fund Type - TBD)	█	█	██████████

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9500	R706	Option 4: ODC in support of CLIN 7500 for SOW Tasks 4.1 -4.3 and 4.5. (Fund Type - TBD) Option	■	■	■

The following applies to all 7000, 8000, and 9000 series CLINs:

1. Delivery Information:

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

Mark For:

Receiving Officer, Naval Station Newport, 47 Chandler Street Newport, RI 02841-1716, NUWC Division, Newport, Code and POC: Barbara O'Brien Code 2514, Contract #/Order #: N00178-14-D-7834/N6660420F3902

FEE TABLE (JUL 2012)

Labor CLINs/SLINs	Fee Rate Per Hour
7100 & 7101 Total Priced SLINs**	■
7200 & 7201 Total Priced SLINs**	■
7300 & 7301 Total Priced SLINs**	■
7400 & 7401 Total Priced SLINs**	■
7500 & 7501 Total Priced SLINs**	■

****7101, 7201, 7301, 7401, and 7501 are informational CLINS for the priced SLINS and will be established at award and/or option exercise.**

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

The following Clauses are incorporated by Full Text:

B-231-H001 TRAVEL COSTS (NAVSEA) (OCT 2018)

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

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of Text)

B-232-H005 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)--ALTERNATE I (NAVSEA) (OCT 2018)

(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.

(b) The Government shall make payments to the Contractor, subject to and per 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. Fee paid per hour shall be based on total fee dollars divided by total hours to be provided. 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.

(End of Text)

B-232-H006 LIMITATION OF COST OR LIMITATION OF FUNDS CLARIFICATION (NAVSEA) (OCT 2018)

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.

(End of Text)

Section C - Description/Specifications/Statement of Work

STATEMENT OF WORK

(Configuration Management, Integrated Logistics Support, In-Service Engineering Support, and Project Management Support)

1.0 BACKGROUND

The Naval Undersea Warfare Center Division, Newport (NUWCDIVNPT) Combat Systems Department (CSS) Code 25, is tasked to provide Configuration Management (CM), Integrated Logistics Support (ILS), In-Service Engineering Support (ISE), and Project Management Support, for Submarine Command and Control Systems.

2.0 SCOPE

The contractor shall provide CM, ILS, ISE, Data Management and Project Management Services for the Submarine Warfare Federated Tactical Systems (SWFTS) and Non-Propulsion Electronic Systems (NPES) for the following submarine classes:

- Los Angeles
- Seawolf
- Ohio
- Virginia
- Columbia
- Collins

The following programs within SWFTS will be covered:

- Combat Systems: Combat Control System Mark (CCS MK) 1, Trident Defense Weapons System (DWS), CCS MK2 Block 1C, and AN/BYG-1;
- Acoustic Systems: Bow Mounted Sonar (AN/BQQ-5), Passive Sonar (AN/BQQ-6), Acoustic Rapid Commercial Off the Shelf (COTS) Insertion (ARCI) AN/BQQ-10, and Towed Systems;
- Navigation: Dual Miniature Inertial Navigation System (DMINS), Ring Laser Gyro Navigation (RLGN)/Enhanced Control Display Unit (ECDU);

The following NPES will be covered:

- Data Processing Subsystem (DPS),
- Monitoring System (MS),
- Ship Control (SC),
- Imaging subsystem (AN/BVS-1),
- Electronic Support Measures (ESM) (AN-BLQ-10),
- Electronic Support Measure (AN/WLR-8),
- Acoustic Interception (AN/WSQ-3),
- Weapon Launchers: Countermeasures, Weapons Launch Console (WLC), Weapons Launch Console Integrated Enclosure (WLCIE), Universal Weapons Launcher (UWL), Common Weapons Launcher (CWL), and Collins Weapons Data Converter (CWDC),
- Tomahawk Weapons System (TWS),
- Communication: Common Submarine Radio Room (CSRR)

Services shall be performed at both Contractor and Government Sites as follows:

- NUWCDIVNPT
- NUWCDIVNPT Kings Bay On-Site Office (OSO)
- NUWCDIVNPT Bangor On-Site Office (OSO)

- Undersea Warfighting Development Center Tactical Advisory Group (UWDC TAG)

Travel may be required during performance as identified in Technical Instructions (TIs).

2.1 Applicable Sponsors

The following Program Offices are anticipated to provide funding under this task order: PMS 425, PMS450, PMS401, PMA 280, PMA 281, PMS392, PMS397, PMS399, PMS 435, PMW770, PMW160, PMW150, PMW130, PMW120, IWS5, IWS6 and Naval Supply Systems Command (NAVSUP).

2.2 Applicable NUWCDIVNPT Departments

Combat Systems Department, Code 25, of the Naval Undersea Warfare Center, Division Newport is authorized to use this task order.

2.3 Applicable Funding Types

The following fund types are approved for use on this task order:

- O&MN (Operation and Maintenance Navy);
- WPN (Weapons Procurement Navy);
- OPN (Other Procurement Navy);
- RDT&EN (Research, Development, Test, and Evaluation, Navy);
- SCN (Shipbuilding and Conversion, Navy);
- NUWCDIVNPT Overhead;
- DWCF (Defense Working Capital Funds);
- SCC (Service Cost Center);
- FMS; and
- SPDP (Special Deposits).

2.4 SeaPort Basic Paragraphs

This requirement falls within the scope of SeaPort basic contract paragraphs 3.7, 3.10, 3.16, 3.17, 3.18, 3.19 and 3.20.

3.0 APPLICABLE DOCUMENTS

The contractor shall perform the tasking required in Section 4.0 in accordance with the below Applicable Documents.

Doc #	Document Number	Document Title	Issuance Date	SOW Subtask
3.1	DoD Instruction 5230.24, Change 2	Distribution Statements for Use on Technical Documents	01 NOV 2017	4.1.1, 4.1.2.1, 4.3.1.1
3.2	MIL-HDBK-502A	Department of Defense Acquisition Logistics Handbook.	8 MAR 2013	4.1.1, 4.3.1.2, 4.3.2.1, 4.3.2.2, 4.3.4.1, 4.3.5
3.3	MIL-PRF-49506_NOTICE-2 GEIA-STD-0007	Logistic Management Information Specification	31 MAR 2011	4.1.1, 4.2.2, 4.3.2.1, 4.3.2.2
3.4	MIL-HDBK-29612-1A(Series)	Guidance for Acquisition of Training Data Products and Services.	31 AUG 2001	4.1.1, 4.1.2.2
3.5	T9410-GB-PRO-010 REV 02	OHIO Class (SSBN/SSGN) Command and Control System	08 JUN 2017	4.1.1, 4.1.2.1, 4.2.1, 4.2.2,

		(CCS) and Non-Propulsion Electronic System (NPES) Modification Development Standard Operating Procedure (MODSOP)		4.2.3
3.6	T9410-GB-PLN-010	OHIO Class (SSBN/SSGN) Command and Control System (CCS) and Non-Propulsion Electronic System (NPES) Configuration Management Plan (CMP)	25 OCT 2007	4.1.1, 4.1.2.1, 4.2.1, 4.2.2, 4.2.3
3.7	PMS 425 ILS Plan	AN/BYG-1(V) Combat Control System Integrated Logistics Support Plan (ILSP)	8 SEP 2014	4.1.1, 4.1.2.1, 4.1.2.2, 4.1.2.3, 4.1.2.4, 4.3.1.1, 4.3.1.2, 4.3.2.1, 4.3.2.2, 4.3.4.1, 4.3.4.2, 4.3.5, 4.3.6
3.8	PMS397 CMRD	OHIO Replacement Configuration Management Requirements Document (CMRD) Rev -	16 SEP 2013	4.1.1, 4.1.2.3, 4.1.2.4, 4.3.2.1, 4.3.2.2
3.9	PMA397 CMP	OHIO Replacement Program Configuration Management (CM) Plan	25 SEP 2013	4.1.1, 4.1.2.3, 4.1.2.4, 4.3.2.1, 4.3.2.2
3.10	MIL-DTL-24784C	SUP 1 Technical Manual, General Acquisition and Development Requirements	03 NOV 2007	4.1.2.1
3.11	MIL-STD-40051 B_NOTICE-3	DoD Standard Practice; Preparation of Digital Information for Interactive Electronic Technical Manuals (IETMs)	08 JUN 2016	4.1.2.1
3.12	MIL-STD-38784A, Change 1	Standard Practices for Manuals, Technical; General Style and Format Requirements	11 JUL 2016	4.1.2.1
3.13	N97-NTSP-5-20-1401	Navy Training Systems Plan, Combat Control	APR 2014	4.1.2.2, 4.3.6
3.14	MIL-HDBK -29612/2A	Systems Development/Systems Approach To Training And Education (Part 2 of 5 Parts)	31 AUG 2001	4.1.2.2
3.15	OPNAVINST 53117.7	Determining Manpower, Personnel and Training Requirements for Navy Acquisitions (HARDMAN)	12 AUG 1985	4.1.2.2
3.16	MIL-PRF-29612B_NOTICE-2	Training Data Products	20 JUN 2011	4.1.2.2
3.17	IEEE 1413-2010	Reliability Prediction Standard	9 APR 2010	4.1.2.3, 4.1.2.4

3.18	NAVSEA SL720-AA-MAN-030 Rev 4	Navy Modernization Process Management and Operations Manual	19 JAN 2018	4.2.1, 4.3.1.1, 4.3.4.1, 3.4.4.2
3.19	MIL-HDBK-61 Rev. B Draft	Configuration Management Guidance	10 SEP 2002	4.2.1, 4.2.2
3.20	NAVSEAINST 4130.12A	Configuration Management Guidance	21 JUL 2004	4.2.1, 4.4.1
3.21	PMS 425 CM Plan Change 1	PMS 425 Configuration Management Plan: Submarine Combat and Weapon Control Program Office Configuration Management Plan Version 1	1 DEC 2014	4.2.1, 4.2.2, 4.2.3, 4.4.1, 4.4.2
3.22	NAVSEAINST 9085.2	Engineering Drawing Management Program	23 AUG 2012	4.3.1.1
3.23	DoD-STD-7935A	Automated Data Systems Documentation	31 OCT 1988	4.4.1, 4.4.2
3.24	MIL-HDBK-288B	Military Handbook, Review and Acceptance of Engineering Drawing Practices	14 JAN 1991	4.3.1.1
3.25	OPNAVINST 4790.4F	Ship's Maintenance and Material Management (3-M) Manual, Promulgation of	27 OCT 2014	4.3.1.2, 4.3.2.1, 4.3.2.2
3.26	NAVSEA 0948-LP-045-7010	Manual Material Control Standard (Non-Nuclear)	30 JUN 1989	4.1.2.1, 4.3.2.2, 4.3.4.1
3.27	NAVSEA Instruction 4790B	SHIPS MAINTENANCE AND MATERIAL MANAGEMENT (3-M) MANUAL	13 NOV 2003	4.3.1.2, 4.3.2.1, 4.3.2.2, 4.3.5
3.28	NUWC DIVNPTINST 5000.4C	NUWC Division Newport Command Security Manual and Equipment and Systems Security Classification Guide Listed in DD254	4 MAR 2015	4.2.3, 4.3.4.1
3.29	MIL-HDBK-881C	Work Breakdown Structure for Defense Material Items	03 OCT 2011	4.5

The contractor shall perform the tasks in Section 4.0 in accordance with Technical Instructions (TIs) and Applicable Documents (Section 3.0) and using Government Furnished Information (Section 6.0) for the systems identified in Section 2.0.

4.1 Integrated Logistic Support (ILS)

4.1.1 ILS Planning

The contractor shall:

- evaluate system information, provided as GFI
- provide recommendations for ILS products, ILS product development schedules, and ILS development strategies con the overall projected life-cycle of the system. (Note that Columbia class planning includes discussion of NNPI inform:

Deliverable: CDRL A004: Technical Report-Study/Services; Project Plan

4.1.2 ILS Product Development

4.1.2.1 The contractor shall develop, maintain, and revise logistics products. The contractor shall generate and distribute logistics products. The contractor shall upload all logistic product documents to the Government-hosted collaborative located on the Advanced Interactive Management Technology Center (AIMTC) website.

4.1.2.2 Interactive Electronic Technical Manual (IETM) Development

Using GFI, the contractor shall develop, maintain, and revise IETMs in conjunction with SWFTS modernizations. The contractor shall provide a companion Ready Reference Manual (RRM) with IETMs for Government review and approval.

Deliverable: CDRL A009: Technical Report-Study/Services; Technical Documentation

4.1.2.3 Training Curriculum Development and Course Conduct

The contractor shall develop, maintain, and revise training materials and curricula for Fleet Operations and Maintenance Training materials include aids for training, such as models, tutorials, displays, brochures, videos and books. The Training Curricula shall include system overview, system operations, how to build software builds, system troubleshooting, and maintenance. The contractor shall conduct training events at NUWC. The contractor shall perform operational and maintenance training for factory (NUWC), on-board, and dockside training efforts. The contractor shall provide Training Conduct reports, which shall include student evaluation of instructors

Deliverable: CDRL A007: Training Conduct Support Document

Deliverable: CDRL A008: Technical Report – Study/Services; Training Document Updates

4.1.2.4 Provisioning Review

The contractor shall review provisioning data and products and provide comments to the Government for evaluation. The provisioning data and products, provided as GFI, may include Interactive Computer-Aided Provisioning System (ICAP) Single Line Provisioning Reports, Allowance Parts Lists (APL), and Allowance Equipage Lists (AEL). The contractor shall review Readiness Based Sparing (RBS) and Military Essentiality Code (MEC) models and resulting On-Board Repair Part (OB) for suitability and provide recommendations for modifications. **Deliverable: CDRL A009: Technical Report – Study/Services; Technical Documentation**

4.1.2.5 Preventive Maintenance Products Review

The contractor shall review Reliability Centered Maintenance (RCM) development artifacts for suitability and provide recommendations for modifications. The contractor shall review final Maintenance Index Page and Maintenance Requirement Cards (MIP/MRC) to verify all preventive maintenance is addressed. The contractor shall notify the ILS Program Manager of discrepancies. The contractor shall validate and verify MRCs using Government laboratory facilities and shipboard systems.

Deliverable: (CDRL A009: Technical Report – Study/Services; Technical Documentation).

4.2 Configuration Management Development and Maintenance

4.2.1 Engineering Change Documentation (ECD) Development

The contractor shall develop and maintain ECD, identifying changes to hardware, software, and documentation configurations. ECD may include Engineering Change Proposals (ECP), Change Proposals (CP), Engineering Change Instructions (ECI), Temporary Engineering Changes (TEC), and Temporary Engineering Change Instructions (TECI). The contractor shall post newly developed ECD to the AIMTC Workflow tool to allow for community review.

The contractor shall coordinate and participate in internal and external Configuration Control Board (CCB) and Comment Review meetings to adjudicate comments to ECD, and shall update ECD upon Government approval of CCB comments. The contractor shall submit the updated ECD to the sponsor activity for final approval signatures and then post final ECD to AIMTC data repository.

The contractor shall track and document the status of all ECD related to the system baselines using the Government-provided Centralized Configuration Management and Installation Tasks (CCMIT).

Deliverable: CDRL A00A: Technical Report – Study/Services; Engineering Change Documentation.

4.2.2 Configuration Status Accounting (CSA)

The contractor shall conduct functional and physical configuration audits of hardware and software. The contractor shall provide audit reports. The contractor shall maintain system baseline information. The contractor shall develop and submit Configuration Overhaul Planning (COP) planning and completion files to the Navy Configuration Data Manager (CDM) and update the SAS/MFOM and CDMD-OA Navy CM databases.

Deliverable: CDRL A002: Technical Data Package.

Deliverable: CDRL A009: Technical Report – Study/Services; Technical

4.2.3 Media Management and Delivery

The contractor shall gather, maintain, and distribute media and documentation for laboratory and shipboard systems. The contractor shall collect software and documentation elements from SWFTS subsystem developers to deliver product baseline packages. The contractor shall install software and documentation media on laboratory equipment to verify conformance to technical documentation prior to formal test or fleet delivery. The contractor shall notify the ILS Program Manager of any discrepancies. The contractor shall gather, maintain, and distribute product baseline media and CM documentation for problem investigations.

The contractor shall use approved ECD media and documentation listings to ensure all components are accounted for in the shipments. The contractor shall prepare shipping documentation and coordinate with the NUWC Mailroom for delivery.

The contractor shall provide a list of media and software recommended for destruction.

Deliverable: CDRL A006: Status Reports; Material and Inventory Report Documentation.

4.3 In-Service Engineering Support Services

4.3.1 ILS Product Updates

The contractor shall recommend changes to ILS products for Government approval as a result of in-service modifications, fleet feedback, or obsolescence issues.

4.3.1.1 IETM

The contractor shall make changes to in-service IETM products as a result of modifications made to the system in accordance with ECD. The contractor shall review Technical Manual Evaluation Deficiency Reports (TMDER) for technical accuracy recommendations for updates to IETM products. The contractor shall update and deliver an annual release of each in-service IETM package in accordance with schedules provided as GFI.

Deliverable: CDRL A009: Technical Report – Study/Services; Technical Documentation.

4.3.1.2 Provisioning Updates

The contractor shall evaluate and provide recommendations for APL and AEL updates based on in-service modifications of ECD. The contractor shall provide provisioning data for updates to APLs and AELs.

Deliverable: CDRL A009: Technical Report – Study/Services; Technical Documentation.

4.3.2 Reliability, Maintainability and Availability (RM&A)

4.3.2.1 RM&A Assessments

The contractor shall provide Reliability, Maintainability and Availability (RM&A) assessments reports for the SWFTS corresponding subsystems. The contractor shall provide Failure Modes and Effects Criticality Analysis (FMECA) reports for SWFTS hardware and its subsystems. The contractor shall provide reports, which include assessments of reported equipment failures from various data resources, such as Casualty Reports (CASREP), supply demand, overhaul records, repair record installation and checkout spares utilization reports. The contractor shall provide recommendations for updates to existing MIP/MRC.

The contractor shall review Technical Feedback Reports (TFBR) for technical accuracy and make recommendations for MIP and MRC. The contractor shall validate the updates.

Deliverable: CDRL A009: Technical Report – Study/Services; Technical Documentation.

4.3.2.2 Maintenance Plan Development and Maintenance Demonstrations (MDEMO)

The contractor shall develop SWFTS equipment maintenance planning documents, and criteria for all levels of maintenance. The contractor shall make recommendations for optimization of system maintenance and improvements to the Mean-Time-Between-Failure (MTBF) and Level-of-Repair of all equipment reviewed. The contractor shall conduct MDEMOS to demonstrate that MTBF requirements are met for SWFTS hardware and provide resulting MDEMO reports.

Deliverable: CDRL A009: Technical Report – Study/Services; Technical Documentation.

4.3.3 Fleet Support Parts and Services

4.3.3.1 Part Fulfillment

The contractor shall monitor the NAVSUP Commercial Asset Visibility (CAV) to identify fleet part requisitions for which it has responsibility. For FMS and ACP support, Government personnel will receive requisitions via e-mail directly from support personnel in an applicable country and will forward to the contractor for action. The contractor shall prepare and submit Material Transfer Requests (MTR), as well as, configure, test, package and ship replacement parts from existing Navy stock, local NUWC warehouses, to fill fleet requisitions. The contractor shall coordinate repairs of failed parts returned from the fleet in the direction from Government. The contractor shall update CAV upon issue of parts or provide e-mail notification in the event of delays to FMS and ACP support.

The contractor shall provide replacement parts for emergency fleet requirements when Government stock is not available. The contractor shall provide emergency parts support 365 days per year, 24 hours per day, 7 days per week.

For FMS and ACP support, the Contractor shall execute shipments of parts in accordance with Import/Export laws of the destination country. The contractor shall deliver Material and Inventory Reports.

Deliverable: CDRL A006: Status Reports; Material and Inventory Report.

4.3.3.2 Installation and Checkout (INCO) and On-Board Repair Part (OBRP)

The contractor shall provide spare parts in response to requests from Alteration Installation Teams (AIT) during shipboard modernization or new construction events. Requests for spare parts will be received via e-mail by Government personnel provided to contractor. The contractor shall identify availability of requested parts, prepare MTRs, conduct or coordinate shipping of parts, prepare shipping documentation, and coordinate shipping of parts to installation sites. The contractor shall provide tracking information to the AIT. The contractor shall coordinate return of the failed parts from the AIT. Upon Government approval, the contractor shall initiate repair actions for failed parts, including submitting MILSTRIP requisitions to Navy for replacement parts.

The contractor shall test, assemble and coordinate delivery of OBRP Kits to AIT.

Deliverable: CDRL A00C: Test/Inspection Report.**Deliverable: CDRL A006: Status Reports; Material and Inventory Report.**

4.3.3.3 Packaging, Handling, Storage, and Transportation (PHS&T)

The contractor shall adhere to 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.

4.3.4 System Problem Resolution and Supportability Engineering

The contractor shall provide analysis, assessment and recommend resolution for SWFTS problems. The contractor shall perform systems engineering analysis of Program Trouble Reports (PTRs) and make recommendations for resolution. The contractor shall identify impacts to design, operation, maintenance, and production of SWFTS.

The contractor shall provide recommendations to the Government for responses to Defense Logistics Agency (DLA) Form 33 requests for parts obsolescence and availability solutions.

The contractor shall review engineering changes and alterations to identify impacts on system performance, reliability, availability, quality, and life-cycle cost. The contractor shall provide recommendations to address Government identified part obsolescence, availability, and reparability.

Deliverable:(CDRL A001: Technical Report-Study/Services; White Paper.

Deliverable:(CDRL A00B: Technical Report-Study/Services; Engineering Study.

4.3.5 Tactics, Techniques and Procedures

The contractor shall recommend updates to Tactics, Techniques and Procedures (TTP) for SWFTS and subsystems based on software updates. The contractor shall recommend updates to Consolidated System Employment Manual (CSEM) in conjunction with SWFTS modernization milestones. The contractor shall provide draft updates to the Undersea Warfighting Development Center Tactical Advisory Group (UWDC TAG) for Government review, approval, and publication.

Deliverable: CDRL A009: Technical Report – Study/Services; Technical Documentation.

4.4 Data Management Services

4.4.1 Data Entry and Tracking

The contractor shall upload documentation to the AIMTC data repository. The contractor shall track data for comment adjudication.

4.4.2 Data Maintenance and Distribution

The contractor shall administer Government data repository(s) containing engineering data, which consists of items such as engineering drawings, manuals, inventory data and other technical documents.

4.5 Project Management Services

The contractor shall prepare and submit meeting agenda and briefing materials for Government review and approval. The contractor shall coordinate meetings, reserve meeting space, ensure that briefing materials and equipment are available, record and publish meeting minutes, and maintain action items in Government provided tracking systems for specified projects.

Deliverable: CDRL A003: Presentation Material; Briefing Material.

Using GFI, the contractor shall prepare project plans that include work schedules, training development plans, spend plans, weekly activities, work accomplished and monthly financial review input.

Deliverable: CDRL A004: Technical Report-Study/Services; Project Plan.

The contractor shall prepare project status reports, including basic management and project historical information (plan vs. actual and budget status), current status, and expected schedule of specified projects.

Deliverable: (CDRL A005: Status Report; Program Report).

5.0 Progress Reports

For all assigned tasks, the contractor shall prepare a Contractors' Status Report that indicates the progress of work, status of the projects, and existing or potential problem areas. The contractor shall submit the Contract Status Report for the same timeframe as the invoices submitted in the e-Craft Invoicing, Wide Area Workflow (WAWF), Procurement Integrated Enterprise Environment (PIEE), and deliver in accordance with **(CDRL A00D: Contract Status Report; Status Report).**

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The contractor shall use the following information during performance of the tasking. The most up-to-date information available shall be used during the performance of all tasks.

Item #	GFI	SOW Subtask #
6.1	Operational System Requirements	4.1.1, 4.3.2.2, 4.3.6
6.2	Project Funding Data	4.5
6.3	Project Schedules	4.1.1, 4.3.2.1, 4.3.2.2, 4.3.4.1, 4.3.4.2, 4.5
6.4	Risk Assessment Documentation	4.1.1
6.5	Technical Data Management Information System (TDMIS)	4.1.2.2, 4.3.1.1
6.6	Engineering Change Documentation	4.2.1, 4.2.3, 4.3.1.1, 4.3.1.2
6.7	Vendor Technical Data	4.1.2.2, 4.1.2.3, 4.1.2.4, 4.1.2.5, 4.2.1, 4.3.1.1, 4.3.1.2, 4.3.2.1, 4.3.2.2, 4.3.4.1
6.8	Concept of Operations	4.1.2.3, 4.5
6.9	Navy Training Plans	4.1.2.3, 4.5
6.10	Operator and Maintenance Manuals	4.1.2.2, 4.1.2.3, 4.1.2.5, 4.3.1.1, 4.3.2.1, 4.3.2.2, 4.3.5
6.11	Planned Maintenance Documentation	4.1.2.5, 4.1.2.4, 4.3.2
6.12	Allowance Parts Lists	4.1.2.4, 4.3.1.2
6.13	Configuration Data Managers Database – Open Architecture (CDMD-OA)	4.2.2
6.14	Reliability/Maintainability /Availability(RMA) Data	4.1.2.5, 4.3.2
6.15	Vendor Reliability Data	4.1.2.4, 4.1.2.5, 4.3.1.2, 4.3.2
6.16	System Maintenance Plans	4.1.2.4, 4.1.2.5, 4.3.1.2, 4.3.2
6.17	Firing Craft Procedures	4.1.2.5.2, 4.3.4.2
6.18	Fleet Manpower Data	4.1.2.3, 4.5
6.19	Fleet Configuration Management Data	4.2.1, 4.2.3, 4.3.1.1, 4.3.1.2
6.20	Fleet Availability Schedules	4.2.1, 4.2.3, 4.3.4.2, 4.4.2, 4.5
6.21	Submarine Acquisition System (SAS)/Maintenance Figure Of Merit (MFOM)	4.2.2
6.22	Fleet Program Trouble Reports	4.3
6.23	Interface Control Drawings	4.3.1.1
6.24	Fleet Requisitions	4.3.4.1
6.25	Casualty Reports	4.3.5
6.26	Problem Assessment Board (PAB) Reports	4.3.5
6.27	Fleet Manpower Allocations	4.3.6
6.28	Fleet Mission Data	4.3.6
6.29	NAVSEA Contract CDRLS	4.4.1

6.30	Schedule and Staffing Data	4.5
6.31	Risk Management Data	4.5
6.32	NAVSUP/NUWC PBL Parts Listing	4.3.4.1
6.3.3	Operator and Maintenance Training Curricula	4.1.2.3

7.0 Quality Surveillance and Performance Standards

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables. Contractor performance will be evaluated in the areas of technical quality, cost control, schedule/timeliness, management, utilization of small business, and regulatory compliance as follows:

- Technical Quality: The government will evaluate technical quality using the criteria defined in the Performance Requirement Summary Table (PRST), Attachment X;
- **Cost Control: The government will evaluate the contractor's effectiveness in forecasting, managing, and controlling actual cost comparison to negotiated costs;**
- Schedule/Timeliness: The government will evaluate the contractor's ability to meet negotiated milestones and delivery schedule;
- Management: The government will evaluate the contractor's ability to integrate and coordinate all activities needed to execute contract/task order;
- Regulatory Compliance: The government will evaluate the contractor's compliance with the terms and conditions of the contract/task order relating to applicable regulations and codes.

8.0 Exception From Information and Communication Technology Accessibility Requirements

The Government has determined that this procurement is an exception to the Information and Communication Technology (ICT) Accessibility Standards (36 C.F.R. § 1194.3 - Chapter 2 E202 General Exceptions of Section 50 Refresh). Notwithstanding that an exception exists, the Contractor may furnish items or services provided under this contract that comply with the ICT Accessibility Standards (36 C.F.R. § 1194- Chapters/WCAG to Section 508 Refresh).

The following Clauses are incorporated by Full Text:

ENTERPRISE WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)(OCT 2017)

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

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

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

C-202-H001 ADDITIONAL DEFINITIONS--BASIC (NAVSEA) (OCT 2018)

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

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

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

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

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

(End of Text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(a) Definitions.

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

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

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

NONE

(End of Text)

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does 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 of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of Text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)- CLINS 7999 and 8999

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

(End of Text)

C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. 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 restrictively marked 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 properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with 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) These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. 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.

(End of Text)

C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATA BASES DELIVERED TO OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (JAN 2019)

(a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (as defined in the clause entitled "Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation" (DFARS 252.227-7014)), before delivery of that computer software or computer data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.

(b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.

(c) Any license agreement governing the use of any computer software or computer software documentation delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).

(d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.

(e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.

(f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(g) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of Text)

C-228-H002 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (JAN 2019)

(a) In accordance with the clause(s) of this contract entitled "Insurance--Work On a Government Installation" (FAR 52.228-5) and "Liability and Insurance" (DFARS 252.217-7012), as applicable, the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(i) Workers' compensation and employer's liability coverage shall be at least \$100,000, except as provided in FAR 28.307-2(a), if applicable

(ii) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(iii) Automobile liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(b) To be approved by the Contracting Officer, insurance certificates must include the following cancellation policy statement: Prior to cancellation or material change in coverage, the contractor shall give 30 days written notice to the Contracting Officer.

(c) Physical work cannot begin until the insurance certificate has been approved by the Contracting Officer. Failure to provide an acceptable insurance certificate will not remove the contractor's responsibility to meet the delivery requirements outlined in Section F and FAR 52.211-11, Liquidated Damages – Supplies, Services, or Research and Development, if applicable.

(End of Text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(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. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(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; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) 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) Key personnel are identified in Attachment #5 in Section J.

(End of Text)

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (OCT 2018)

(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 the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

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

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

(2) Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT. **Note: Applicable to Cost type CLINs only.**

[End of clause]

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

(End of Text)

C-243-H003 CONFIGURATION MANAGEMENT (NAVSEA) (JAN 2019)

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

(b) General Requirement -

(1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract. If required, the Contractor's Configuration Management Plan shall be submitted through the appropriate Contract Data Requirements List (CDRL) for approval by the Government.

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

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-SESS-80639D approved 7 April 2015, EIA-649-1 of Nov 2014 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP shall be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. The contractor shall develop documentation in sufficient detail to enable Government

review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact if applicable, and consequences if disapproved. List all existing drawings and technical manuals impacted by the change, including a brief narrative explanation of needed changes to incorporate the ECP if approved. Provide weight and moment data incidental to the change, if applicable. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

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

(e) Deviations/Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Variance. The explanation of "Need for Deviation/Waiver" in the DD1694 shall provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance and the effect on ship equipment or system operation.

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

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

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

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

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

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

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

(g) Any cost reduction proposal submitted pursuant to the clause entitled "Value Engineering" (FAR 52.248-1) shall be submitted as a Value Engineering Change Proposal (VECP). The Contractor shall follow the VECP preparation requirements of FAR 52.248-1(c) and any additional guidance provided by the Contracting Officer.

(End of Text)

C-245-H005 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--ALTERNATE I (NAVSEA) (MAR 2019)

(a) Contract Specifications, Drawings and Data. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications or other design or alteration data cited or referenced in Section C.

(b) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J. The Government shall furnish only the GFI identified in an attachment in Section J. The GFI furnished to the contractor need not be in any particular format.

Further, the Government reserves the right to revise the listing of GFI as follows:

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

(i) delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or

(ii) add items of data or information to the attachment identified in Section J; or

(iii) establish or revise due dates for items of data or information in the attachment identified in Section J.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (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 equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(c) Except for the Government information and data specified by paragraphs (a) and (b) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an attachment in Section J, the clause of this contract 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. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <http://assist.daps.dla.mil/>; or

(2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, Pennsylvania 19111-5094

Telephone (215) 697-6396

Facsimile (215) 697-9398

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

(End of Text)

Section D - Packaging and Marking

The following Clauses are incorporated by Full Text:

D-211-H001 PACKAGING OF DATA (NAVSEA) (OCT 2018)

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 (NISPO), DOD 5220.22-M dated 28 February 2006 with Change 2 dated 18 May 2016.

D-211-H002 MARKING OF REPORTS (NAVSEA) (OCT 2018)

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) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

(End of Text)

D-247-H005 MARKING AND PACKING LIST(S) – ALTERNATE I (NAVSEA) (OCT 2018)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R with Change 1 dated 24 May 2018.

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

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

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

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

(End of Text)

D-247-W001 PROHIBITED PACKING MATERIALS (NAVSEA) (OCT 2018)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

(End of Text)

Section E - Inspection and Acceptance

SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

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

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

The following Clauses are incorporated by Full Text:

E-246-H013 INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (OCT 2018)

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

(End of Text)

E-246-H014 INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA) (OCT 2018)

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

(End of Text)

Section F - Deliveries or Performance

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

SLIN	Base or Option#	Period of Performance
7100/9100	Base	01/27/2020 - 01/26/2021
7200/9200	Option 1*	01/27/2021 - 01/26/2022
7300/9300	Option 2*	01/27/2022 - 01/26/2023
7400/9400	Option 3*	01/27/2023 - 01/26/2024
7500/9500	Option 4*	01/27/2024 - 01/26/2025

*** If option is exercised.**

TBD = To be Determined at time of Funds Obligation. The following fund types are approved for use on these CLINs: O&MN & Overhead.

PERIOD OF PERFORMANCE NOTE: The option periods of performance are estimated and projected for planning purposes and are based on a Task Order start date of 10 August 2019. The POP dates are subject to change based on

the date of award; however, if the option is not exercised prior to the beginning of the option's projected performance

period as outlined in the schedule, upon receipt of funds, the Contracting Officer will bilaterally modify the schedule.

The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise

of the option for a period not to exceed twelve (12) months.

For non-LOE services (8000 Series CLINs): Services to be furnished hereunder shall be performed and completed as follows:

SLIN	Base or Option#	Period of Performance
8101	Base	01/27/2020 - 07/26/2020
8102	Option 5	01/27/2020 - 07/26/2020
8103	Option 6*	07/27/2020 - 01/26/2021
8104	Option 7*	07/27/2020 - 01/26/2021
8201	Option 8*	01/27/2021 - 07/26/2021
8202	Option 9*	01/27/2021 - 07/26/2021
8203	Option 10*	07/27/2021 - 01/26/2022
8204	Option 11*	07/27/2021 - 01/26/2022

8301	Option 12*	01/27/2022 - 07/26/2022
8302	Option 13*	01/27/2022 - 07/26/2022
8303	Option14*	07/27/2022 - 01/26/2023
8304	Option 15*	07/27/2022 - 01/26/2023
8401	Option 16*	01/27/2023 - 07/26/2023
8402	Option 17*	01/27/2023 - 07/26/2023
8403	Option 18*	07/27/2023 - 01/26/2024
8404	Option 19*	07/27/2023 - 01/26/2024
8501	Option 20*	01/27/2024 - 07/26/2024
8502	Option 21*	01/27/2024 - 07/26/2024
8503	Option 22*	07/27/2024 - 01/26/2025
8504	Option 23*	07/27/2024 - 01/26/2025

*** If option is exercised.**

TBD = To be Determined at time of Funds Obligation. The following fund types are approved for use on these CLINs: Overhead & OMN.

PERIOD OF PERFORMANCE NOTE: The option periods of performance are estimated and projected for planning purposes and are based on a Task Order start date of 10 August 2019. The POP dates are subject to change based on the date of award; however, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the Contracting Officer will bilaterally modify the schedule. The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise of the option for a period not to exceed twelve (12) months.

The following Clauses are incorporated by Full Text:

F-247-H001 DELIVERY OF DATA (NAVSEA) (OCT 2018)

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.

(End of Text)

The Period of Performance of the following Firm items are as follows:

7100	01/27/2020 - 01/26/2021
7101 AA	01/27/2020 - 09/30/2020
7101 AB	01/27/2020 - 01/26/2021
7101 AC	01/27/2020 - 01/26/2021
7101 AD	01/27/2020 - 01/26/2021

7101 AE	01/27/2020 - 12/31/2020
7101 AF	02/14/2020 - 01/26/2021
7101 AG	02/25/2020 - 01/26/2021
7101 AH	02/25/2020 - 01/26/2021
7101 AJ	02/25/2020 - 01/26/2021
7101 AK	02/25/2020 - 01/26/2021
7101 AL	03/20/2020 - 01/26/2021
7101 AM	03/20/2020 - 09/30/2020
7101 AN	03/20/2020 - 09/30/2020
7101 AP	03/20/2020 - 01/26/2021
7101 AQ	03/20/2020 - 01/26/2021
7101 AR	05/08/2020 - 01/26/2021
7101 AS	05/08/2020 - 01/26/2021
7101 AT	05/08/2020 - 01/26/2021
7101 AU	05/08/2020 - 01/26/2021
8101	01/27/2020 - 07/26/2020
8102	01/27/2020 - 07/26/2020
9100	01/27/2020 - 01/26/2021
9101 AA	01/27/2020 - 09/30/2020
9101 AB	01/27/2020 - 01/26/2021
9101 AC	01/27/2020 - 01/26/2021
9101 AD	01/27/2020 - 12/31/2020
9101 AE	02/25/2020 - 01/26/2021
9101 AF	02/25/2020 - 01/26/2021
9101 AG	03/20/2020 - 01/26/2021
9101 AH	03/20/2020 - 09/30/2020
9101 AJ	03/20/2020 - 01/26/2021
9101 AK	05/08/2020 - 01/26/2021

The Period of Performance of the following Option items are as follows:

7200	01/27/2021 - 01/26/2022
7300	01/27/2022 - 01/26/2023
7400	01/27/2023 - 01/26/2024
7500	01/27/2024 - 01/26/2025
8103	07/27/2020 - 01/26/2021
8104	07/27/2020 - 01/26/2021
8201	01/27/2021 - 07/26/2021
8202	01/27/2021 - 07/26/2021
8203	07/27/2021 - 01/26/2022
8204	07/27/2021 - 01/26/2022
8301	01/27/2022 - 07/26/2022

8302	01/27/2022 - 07/26/2022
8303	07/27/2022 - 01/26/2023
8304	07/27/2022 - 01/26/2023
8401	01/27/2023 - 07/26/2023
8402	01/27/2023 - 07/26/2023
8403	07/27/2023 - 01/26/2024
8404	07/27/2023 - 01/26/2024
8501	01/27/2024 - 07/26/2024
8502	01/27/2024 - 07/26/2024
8503	07/27/2024 - 01/26/2025
8504	07/27/2024 - 01/26/2025
9200	01/27/2021 - 01/26/2022
9300	01/27/2022 - 01/26/2023
9400	01/27/2023 - 01/26/2024
9500	01/27/2024 - 01/26/2025

Section G - Contract Administration Data

The following Clauses are incorporated by Full Text:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

(1) Have a designated electronic business point of contact in the System for Award Management at

<https://www.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

COST VOUCHER - 7000/9000 Series CLINs

INVOICE 2-IN-1 - 8000 Series CLINs

Receiving Report (Stand-Alone)- CLIN 8888

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items— (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

INVOICE AND RECEIVING REPORT COMBO

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets therequirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

NOT APPLICABLEFOR COST VOUCHER**DESTINATION/DESTINATION FOR 2 IN 1****Destination/Destination (For Receiving Report; Stand-Alone) (for CLIN 8888)**

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF for 7000 and 9000 Series CLINs</i>	<i>Data to be entered in WAWF for 8000 Series CLINs</i>	<i>Data to be entered in WAWF for CLIN 8888</i>
Pay Official DoDAAC	██████	██████	██████
Issue By DoDAAC	██████	██████	██████
Admin DoDAAC	██████	██████	██████
Inspect By DoDAAC	██████████	██████████	██████████
Ship To Code	██████████	██████████	██████████
Ship From Code	██████████	██████████	██████████
Mark For Code	██████████	██████████	██████████
Service Approver (DoDAAC)	██████	██████	██████
Service Acceptor (DoDAAC)	██████████	██████████	██████████

Accept at Other DoDAAC	[REDACTED]	[REDACTED]	[REDACTED]
LPO DoDAAC	[REDACTED]	[REDACTED]	[REDACTED]
DCAA Auditor DoDAAC	[REDACTED]	[REDACTED]	[REDACTED]
Other DoDAAC(s)	[REDACTED]	[REDACTED]	[REDACTED]

(4) *Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.*

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

NAVSEA WAWF Helpdesk: [REDACTED]

[REDACTED]

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

NOTE: WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

[REDACTED]

(End of clause)

G-242-H001 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES (NAVSEA) (OCT 2018)

(a) The Government reserves the right to administratively substitute any of the points of contact listed below at any time.

(b) The contracting officer is the only person authorized to change this contract or orders issued thereunder. 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 or is pursuant to specific authority otherwise included as part of this contract. If, in the opinion of the contractor, an effort outside the existing scope of this contract is requested, the contractor shall promptly comply with the Notification of Changes clause of this contract.

(c) The points of contact are as follows:

(i) The Procuring Contracting Officer (PCO) is:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(ii) The Contract Specialist is:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(d) The Contracting Officer's Representative (COR) is the contracting officer's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter, which provides a delineation of COR authority and responsibilities, will be provided upon award of this contract.

The Contracting Officer's Representative (COR) is:

Name: [REDACTED]

Address: [REDACTED]

[REDACTED]

Newport, RI 02841-1708

Phone: [REDACTED] Fax: [REDACTED]

E-mail: [REDACTED]

(e) The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Ombudsman is:

Name: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

(f) The Contractor's point of contact for performance under this contract is:

Name: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED] FAX: [REDACTED]

E-mail: [REDACTED]

(g) The contractor's senior technical representative (STR), point of contact, for performance under this task order is:

Name: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(End of Text)

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)

(a) The following table of payment office allocation methods applies to the extent indicated.

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Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
<p>52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items</p> <p>52.216-7, Allowable Cost and Payment</p> <p>52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts</p>	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
					the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation- Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
					using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30,	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
Installment Payments for Commercial Items					amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

(b) This procurement contains the following contract type(s):

Type:

7000 Series Cost Plus Fixed Fee

8000 Series Firm Fixed Price

9000 Series Cost Reimbursement

G-232-H005 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (JAN 2019)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the sub line item number (SLIN) or CLIN level, rather than at the total contract/TO level, 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 technical instruction (TI), SLIN, or CLIN level. For other than firm fixed price subcontracts, 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 and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and COR; or other method as agreed to by the Contracting Officer.

(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 Contracting Officer on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and Contracting Officer email notification as required herein.

(End of Text)

[Redacted content consisting of multiple lines of blacked-out text]

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LLA :

[REDACTED]

Standard Document #:

9101AK

[REDACTED]

[REDACTED]

LLA :

[REDACTED]

Standard Document #:

MOD Funding: [REDACTED]

Cumulative Funding: [REDACTED]

Section H - Special Contract Requirements

The following Clauses are incorporated by Full Text:

H-216-H001 LEVEL OF EFFORT--BASIC (NAVSEA) (OCT 2018)

- (a) The total level of effort for the performance of this contract is specified in Section B and includes prime and 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 in Section B, it is estimated that [REDACTED] 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 in Section B 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 (l) 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 at an average rate of approximately [REDACTED] [REDACTED] (7000 series CLINs only). It is understood and agreed that the rate of man-hours per year 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 paragraphs.
- (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 in Section B 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; an offer to undertake the acceleration at no increase in the estimated cost or fee; and an offer for the additional man-hours to cover the remainder of the term to include a proposed level of effort, cost breakdown, and proposed fee. The offer shall acknowledge that the additional man-hours 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 a signed contract modification by the Contracting Officer.
- (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 Section B 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) If the total level of effort specified in Section B is not provided by the Contractor during the period of this contract, at the Contracting Officer's sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \left(\frac{\text{Required LOE} - \text{Expended LOE}}{\text{Required LOE}} \right)$$

Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20), require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in Section B

shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, determined adequate by the Administrative Contracting Officer, 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.

(i) 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 that separately identifies compensated and uncompensated hours; (2) a breakdown of this compensated 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. Additionally, in the case of a cost underrun; the Contractor shall submit (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds; or, in the case of an underrun in hours, (6) the number of hours not performed against the specified total level of effort, and (7) a calculation of the appropriate fee reduction in accordance with this text. All submissions shall include subcontractor information.

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

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may, at the discretion of the Contracting Officer, furnish man-hours up to five percent in excess of the total man-hours specified in Section B, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Text)

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

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

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

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

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

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

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

CONTRACTOR REQUIREMENTS FOR PERFORMANCE ON A GOVERNMENT SITE

(a) Control of Contractor Personnel

The contractor shall comply with the requirements of NUWC DIVNPTINST 5500.4C regarding performance at Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons and vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department of the contracting activity. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(b) Contract Personnel Administration

The contractor is responsible for managing its employees and guarding against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it is the contractor's responsibility to notify the PCO immediately in accordance with the clause FAR 52.243-7. When on-site in Government office spaces, laboratories, test facilities, or ship assets, Contractor employees shall be clearly identified as a Contractor (e.g. utilizing Common Access Cards (CACs) and sign identifications in office spaces). In addition, Contractor employees shall identify themselves as Contractor personnel when answering telephones and sending emails. Contractor personnel cannot lead/manage/supervise Government personnel. Contractor program /project managers/Senior Technical Representative (STR) shall be clearly identified and known as such by Government employees. As circumstances permit, periodic meetings shall be conducted between the COR and the Contractor organization program manager/project

manager.

(c) Early Dismissal and Closure of Government Facilities

When a Government facility is closed or Federal employees are dismissed early (due to severe weather, security threat, security exercise, or a facility related problem) that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for such time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

(d) When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors shall continue working established work hours or take leave in accordance with parent company policy. Those contractor employees who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

(e) Training Requirements

(1) The contractor shall ensure that each contractor employee performing work at any NUWC Division Newport site take the following actions:

(A) Complete all required trainings as indicated on the following website: <https://newportalv3.nwpt.nuwc.navy.mil/10/101/Training/SitePages/TrainingWelcome.aspx>

(B) Read the documents titled "Occupational Safety and Health Information for Contractors" and "NUWC Division Newport Environmental Policy", available at the following website, prior to performing any work: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

(C) Complete Environmental Awareness training, available at the following website, within 30 days of commencing performance: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

(2) The contractor shall email the following web address indicating completion of items (B) and (C) above upon completion of both: NWPT.NUWC_NPT_1023_Training@navy.mil

(f) Safety Requirements

(1) Prior to commencing any work that falls under the following areas, the contractor shall provide a complete listing of all qualified and trained employees who will perform the work on company letterhead to the Contracting Officer's Representative (COR), or, if no COR is assigned, to the NUWC Division Newport Safety Office:

(A) Permit required Confined Space Program

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

(C) Respiratory Protection

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

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

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

- (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 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) 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:
- (1) 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) any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (e) 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 (g) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).
- (f) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.
- (g) 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.

(h) Notwithstanding paragraph (g) 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.

(i) 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.

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

(k) 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.

(l) 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.

(m) 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.

(n) 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.

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

(End of Text)

Section I - Contract Clauses

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

a. FAR:

- 52.202-1 Definitions (NOV 2013)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (MAY 2014)
- 52.203-8 Cancellation, Rescission, and Recovery of funds for Illegal or Improper Activity (MAY 2014)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees Whistleblower Rights (APR 2014)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
- 52.204-2 Security Requirements (AUG 1996)
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)
- 52.204-13 System for Award Management Maintenance (OCT 2016)
- 52.204-23 Prohibition on contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab (JUL 2018)
- 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.215-2 Audit and Records – Negotiation (OCT 2010)
- 52.215-8 Order of Precedence- Uniform Contract Format (OCT 1997)

- 52.215-23 Limitations on Pass-Through Charges (OCT 2009)**
- 52.216-7 Allowable Cost and Payment (JUN 2013)**
- 52.216-8 Fixed Fee (Jun 2011)**
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)**
- 52.219-8 Utilization of Small Business Concerns (NOV 2016)**
- 52.219-14 Limitations on Subcontracting (JAN 2017)**
- 52.219-28 Post-Award Small Business Program Representation (JUL 2013)**
- 52.222-3 Convict Labor (JUN 2003)**
- 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)**
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies (OCT 2016)**
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)**
- 52.222-26 Equal Opportunity (SEP 2016)**
- 52.222-37 Employment Reports on Veterans (FEB 2016)**
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)**
- 52.222-41 Service Contract Labor Standards (MAY 2014)**
- 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)**
- 52.222-50 Combatting Trafficking in Persons (Jan 2019)**
- 52.222-54 Employment Eligibility Verification (OCT 2015)**
- 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)**
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)**
- 52.223-6 Drug-Free Workplace (MAY 2001)**
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)**
- 52.224-1 Privacy Act Notification (APR 1984)**
- 52.224-2 Privacy Act (APR 1984)**
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)**

- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-3 Patent Indemnity (Apr 1984)
- 52.227-11 Patent Rights -- Ownership by the Contractor (MAY 2014)
- 52.228-5 Insurance -- Work on a Government Installation (JAN 1997)
- 52.228-7 Insurance- Liability to Third Persons (MAR 1996)
- 52.229-3 Federal, State, and Local Taxes (Feb 2013)
- 52.232-1 Payments (APR 1984)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)
- 52.232-20 Limitation of Cost (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-23 Assignment of Claims (May 2014)
- 52.232-25 Prompt Payment (Jan 2017)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- 52.233-1 Disputes (May 2014)
- 52.233-3 Protest After Award Alternate I (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.237-3 Continuity of Services (Jan 1991)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.243-1 Alternate I Changes -- Fixed-Price (Aug 1987)
- 52.243-2 Alternate I Changes -- Cost Reimbursement (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (JAN 2017)
- 52.245-1 Government Property (Jan 2017)
- 52.245-9 Use and Charges (APR 2012)

- 52.246-25 Limitation of Liability-Services (FEB 1997)**
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)**
- 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)**
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)**

b. DFARS

- 252.201-7000 Contracting Officer's Representative (DEC 1991)**
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)**
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)**
- 252.203-7003 Agency Office of the Inspector General (DEC 2012)**
- 252.203-7004 Display of Fraud Hotline Poster(s) (OCT 2016)**
- 252.204-7000 Disclosure of Information (OCT 2016)**
- 252.204-7003 Control of Government Personnel Work Product (APR 1992)**
- 252.204-7004 Level I Antiterrorism Awareness Training for Contractors (FEB 2019)**
- 252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)**
- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)**
- 252.204-7009 Limitations on the Use of Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)**
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)**
- 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support Contractors (MAY 2016)**
- 252.209-7004 Subcontracting with Firms that are Owned or controlled by the Government of a Country that is a State Sponsor of Terrorism**
- 252.211-7007 Reporting of Government-Furnished Property (AUG 2012)**
- 252.215-7013 Supplies and Services Provided by Nontraditional Defense Contractors (JAN 2018)**
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)**
- 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials**
- 252.225-7031 Secondary Arab Boycott of Israel (Jun 2005)**

- 252.225-7048 Export Controlled Items (JUN 2013)**
- 252.227-7013 Rights in Technical Data -- Noncommercial Items (FEB 2014)**
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)**
- 252.227-7016 Rights in Bid or Proposal Information (JAN 2011)**
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)**
- 252.227-7019 Validation of Asserted Restrictions -- Computer Software (SEP 2016)**
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)**
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)**
- 252.227-7030 Technical Data -- Withholding of Payment (MAR 2000)**
- 252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2016)**
- 252.227-7039 Patents -- Reporting of Subject Inventions (APR 1990)**
- 252.231-7000 Supplemental Cost Principles (DEC 1991)**
- 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)**
- 252.232-7010 Levies on Contract Payments (DEC 2006)**
- 252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)**
- 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)**
- 252.239-7017 Notice of Supply Chain Risk (Deviation 2018-O0020) (FEB 2019)**
- 252.239-7018 Supply Chain Risk (Deviation 2018-O0020) (FEB 2019)**
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)**
- 252.245-7002 Reporting Loss of Government Property (APR 2012)**
- 252.245-7003 Contractor Property Management System Administration (APR 2012)**
- 252.245-7004 Reporting, Reutilization, and Disposal (SEP 2016)**
- 252.247-7023 Transportation of Supplies by Sea-- Basic (FEB 2019)**

The following Clauses are incorporated by Full Text:

52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA VARIATION) (APR 2015)

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

Option No.	CLIN	Exercise Date – No Later Than
1	7200/9200	01/27/2021
2	7300/9300	01/27/2022
3	7400/9400	01/27/2023
4	7500/9500	01/27/2024
5	8102	01/27/2020
6	8103	07/27/2020
7	8104	07/27/2020
8	8201	01/27/2021
9	8202	01/27/2021
10	8203	07/27/2021
11	8204	07/27/2021
12	8301	01/27/2022
13	8302	01/27/2022
14	8303	07/27/2022
15	8304	07/27/2022
16	8401	01/27/2023
17	8402	01/27/2023
18	8403	07/27/2023
19	8404	07/27/2023
20	8501	01/27/2024
21	8502	01/27/2024
22	8503	07/27/2024
23	8504	07/27/2024

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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

52.222-2 Payment for Overtime Premiums (July 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed █, or the overtime premium is paid for work—

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

- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for

noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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

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

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

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

52.244-2 Subcontracts (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

(d) If the contractor has an approved purchasing system, the contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **Any new subcontractors performing a portion of the level of effort not approved in the original task order award.**

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

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

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off

possibilities considered.

(2) The contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the contractor, may result in litigation related in any way to this contract, with respect to which the contractor may be entitled to reimbursement from the Government.

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

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

Section J - List of Attachments

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

Attachment 1: DD Form 254- Contract Security Classification Specification

Attachment 2: Incidental Government Property Form Made Available Form (IGP)

Attachment 3: Wage Determination, RI- No. 2015-4089, Rev. 11, dated 07/16/2019

Attachment 4: Performance Requirements Summary Table (PRST)

Attachment 5 : List of Approved Key Personnel

Attachment Number	File Name	Description
	DD254N0017814D7834N6660420F3902SCOValidated.pdf	Attachment 1: DD Form 254- Contract Security Classification Specification
	Attachment5ListofApprovedKeyPersonnel.docx	Attachment 5: List of Approved Key Personnel
	PR1300616267_FINALCDRLs.pdf	Exhibit "A": DD Form 1423- Contract Data Requirements List (with addendum)
	IncidentalGFPForm.pdf	Attachment 2: Incidental Government Property Form Made Available Form (IGP)
	Attachment3.pdf	Attachment 3: Wage Determination, RI- No. 2015-4089, Rev. 11, dated 07/16/19
	PerformanceRequirementsSummaryTable.pdf	Attachment 4: Performance Requirements Summary Table (PRST)