

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE 10-Mar-2020	4. REQUISITION/PURCHASE REQ. NO. 1300840109		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 3373 Crane IN 47522-5001	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151		CODE	S2404A SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI TECHNOLOGIES INC. 14370 Newbrook Drive Chantilly VA 20151-2218		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026 / N0016419F3003
		10B. DATED (SEE ITEM 13) 06-Mar-2019
CAGE CODE 8D014	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). IAW FAR 43.103(a) mutual agreement between the parties
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

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GENERAL INFORMATION

The purpose of this modification is to add incremental funding... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$3,482,906.46 by \$92,000.00 to \$3,574,906.46.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7002BB	OPN			
7002BC	O&MN,N			
7002BD	O&MN,N			
9002AC	OPN			

The total value of the order is hereby increased from \$27,696,649.00 by \$0.00 to \$27,696,649.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000			
7002BB			
7002BC			
7002BD			
9000			
9002AC			

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7002BB		3/13/2020 - 9/30/2020
7002BC		3/13/2020 - 9/30/2020
7002BD		3/13/2020 - 9/30/2020
9002AC		3/13/2020 - 9/30/2020

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Non-personal Engineering and Technical services. LABOR ceiling and LOE for Base Year (Year 1) and four (4) one (1)-year Option periods (Years 2 through 5) - No funding will be applied to this CLIN. Each Year's funding is applied to priced SLINs under CLINs 7001, 7002, 7003, 7004, and 7005. Contractor shall NOT invoice against CLIN 7000. (Estimated Total Labor Hours are 431,808 for Base Labor and all four (4) option periods. (Fund Type - TBD)		LH			\$20,411,841.70
7001		Base Year (Year 1) Labor. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. (Estimated Labor Hours for this period is 77,098.)					\$2,208,482.45
7001AA	L010	Funding in support of TI-004.E. to provide technical support in support of the organic screening of Toplite family of systems. IWS-3C (O&MN,N)		LO			\$5,000.00
7001AB	J099	Incremental labor funding in support of TI009.E for technical support, depot maintenance support for Naval Special Warfare Visual Augmentation Systems repair efforts. (MDA)		LO			\$10,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001AC	R706	Incremental labor funding in support of TI009.E for demilitarization, screening and erepair support provided to NAVSEA/NECC VAS for the AN/PVS-15 series, SU-250/U, SU-251/U, SU-255/U, AN/PVS-31B, ACOGs, VCOGs, M2WS, EJTAC, AN/PAS-23A, LRTV, SU-269, LA-5 series, AN/PVS-27, AN/PES-1, AN/PES-2 products for the NAVSEA/NECC VAS Program. (Fund Type - OTHER)		LO			\$50,000.00
7001AD	R706	Incremental labor funding on FC04 TI009.E for Visual Augmentation Systems (VAS) Depot Maintenance Support by the NSWC Crane Electro-Optics Division. (WCF)		LO			\$75,000.00
7001AE	R425	Funding to provide technical support in support of the organic screening of Toplite family of systems on TI-004.E. (O&MN,N)		LO			\$27,000.00
7001AF	J099	Incremental labor funding in support of TI009.E for contractor to perform acceptance testing/repair/demil of the following systems: AN/PVS-15 series, SU-250/U, SU-251/U, SU-255/U, AN/PVS-31B, ACOGs, VCOGs, M2WS, EJTAC, AN/PAS-23A, LRTV, SU-269, LA-5 series, AN/PVS-27, AN/PES-1, AN/PES-2 and Miscellaneous VAS in support of the PMS 408 VAS program. (O&MN,N)		LO			\$20,000.00
7001AG	R706	10 USC 2410(a) Authority is hereby invoked. Incremental labor funding in support of TI009.E for labor including		LO			\$40,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		sustainment support for the U.S. Special Operations Command (USSOCOM) Visual Augmentation System Binocular/Monocular Program. (MDA)					
7001AH	R706	Incremental labor funding on FC04 TI009.E for Visual Augmentation Systems (VAS) Depot Maintenance Support. (WCF)		LO			\$75,000.00
7001AJ	R425	Incremental labor funding on TI001.E for CCFLIR (Combatant Craft Forward Looking InfraRed) Sustainment Engineering Support for NECC. (WCF)		LO			\$20,000.00
7001AK	R706	Incremental labor funding on TI005.E for Laser Systems Sustainment, Laser Shutter Assembly/Rangefinder Depot Repair and EO systems branch calibration support. (WCF)		LO			\$65,000.00
7001AL	J059	Incremental labor funding on TI002.E for repair of JCA assets. (WCF)		LO			\$68,000.00
7001AM	J059	Incremental labor funding on TI002.E for repair of Identifier assets. (WCF)		LO			\$24,000.00
7001AN	J059	Incremental labor funding on TI002.E for repair of Fluid Transfer System (FTS) assets. (WCF)		LO			\$20,000.00
7001AP	J059	Incremental labor funding on TI002.E for repair of Power Pack assets. (WCF)		LO			\$36,000.00
7001AQ	J059	Incremental labor funding on TI008.E for Logistics support of BAWS assets. (WCF)		LO			\$12,000.00
7001AR	J099	10 USC 2410(a) Authority is hereby		LO			\$25,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		invoked. Incremental labor funding on TI009.E for In-Service Engineering Agent (ISEA) support and provide for Maintenance Support for Naval Special Warfare Visual Augmentation Systems. (O&MN,N)					
7001AS	R702	Incremental labor funding on TI008.E for engineering and technical support to assist the Electro-Optic Technology Division and to develop and administer data management. (WCF)		LO			\$28,000.00
7001AT	R425	Incremental labor funding in support of TI002.E for repair of BAWS 4 assets. (WCF)		LO			\$264,000.00
7001AU	J016	Incremental labor funding in support of TI006.E for engineering conceptual designing, engineering analysis, and engineering drafting. (MDA)		LO			\$25,000.00
7001AV	J016	Incremental labor funding in support of TI003.E for Multi-Sensor Systems (MSS) Depot Repair. (MDA)		LO			\$25,000.00
7001AW	R425	Incremental labor funding in support of TI003.E for Multi-Sensor Systems (MSS) Depot Repair of the implementation of CIP upgrades in the AN/AAS-54 systems used on the HC/MC-130J aircraft. (WCF)		LO			\$21,000.00
7001AX	J099	Incremental labor funding in support of TI008.E for engineering and technical support to assist the Electro-Optic Technology Division to		LO			\$35,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		develop and administer a data management program. (WCF)					
7001AY	R425	Incremental labor funding on TI001.E for CCFLIR (Combatant Craft Forward Looking InfraRed) Sustainment Engineering Support. (WCF)		LO			\$3,500.00
7001AZ	J059	Incremental labor funding in support of TI002.E for repair of Collector assets. (WCF)		LO			\$52,000.00
7001BA	J099	10 USC 2410(a) Authority is hereby invoked. Incremental labor funding in support of TI003.E for the procurement of Multi-Sensor Systems (MSS) Depot Repair. (O&MN,N)		LO			\$76,100.00
7001BB	J099	Incremental labor funding in support of TI009.E for the Visual Augmentation System (VAS) program. (MDA)		LO			\$20,000.00
7001BC	R425	Incremental labor funding in support of TI001.E for CCFLIR (Combatant Craft Forward Looking InfraRed) Sustainment Engineering Support. (WCF)		LO			\$20,000.00
7001BD	R706	Incremental labor funding in support of TI005.E for Laser Systems Sustainment, Laser Shutter Assembly/Rangefinder Depot Repair and EO systems branch calibration support. (WCF)		LO			\$20,000.00
7001BE	L010	Incremental labor funding in support of TI-011.E for planning, labor, material, and engineering services. (WCF)		LO			\$52,239.72

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001BF	R425	10 USC 2410(a) Authority is hereby invoked. Incremental labor funding in support of TI006.E for engineering conceptual designing, engineering analysis, and engineering drafting. (WCF)		LO			\$16,900.00
7001BG	R706	Incremental labor funding in support of TI-005.E. for Laser Systems Sustainment, Laser Shutter Assembly/Rangefinder Depot Repair and EO systems branch calibration support. (WCF)		LO			\$20,000.00
7001BH	J099	Incremental labor funding in support of TI-0005.E for Maintenance Support for Naval Special Warfare Visual Augmentation Systems. (MDA)		LO			\$10,000.00
7001BJ	R425	10 USC 2410(a) Authority is hereby invoked. Incremental labor funding in support of TI-003.E. for Multi-Sensor Systems (MSS) Depot Repair support for PM UAS Warrior program. (MDA)		LO			\$25,100.00
7001BK	R425	Incremental labor funding in support of TI-006.E for engineering conceptual designing, engineering analysis, and engineering drafting for the HC/MC-130J program in support AN/AAS-54 system CIP upgrades. (WCF)		LO			\$16,800.00
7001BL	L010	Incremental labor funding in support of TI-004.E to provide technical support in support of the MK 38 Toplite EOSS SPMRs. (WPN)		LO			\$70,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001BM	R706	Incremental labor funding in support of TI-009.E for Visual Augmentation Systems (VAS) Depot Maintenance Support. Mod 14 deob \$43,360.31 from \$50,000. Leaving a remaining balance of \$6,639.69. (WCF)		LO			\$6,639.69
7001BN	R425	Incremental labor funding in support of TI-010.E for the drafting of drawings for the AN/SAY-3 I-Stalker Program. (RDT&E)		LO			\$60,000.00
7001BP	R702	Incremental labor funding in support of TI-008.E for engineering and technical support to assist the Electro-Optic Technology Division to develop and administer data management in support of NAVSEA MK38 toplite system efforts. (WCF)		LO			\$42,000.00
7001BQ	R425	Incremental labor funding in support of TI-001.E for CCFILIR (Combatant Craft Forward Looking InfraRed) Sustainment Engineering Support for NECC. (WCF)		LO			\$10,000.00
7001BR	J099	10 USC 2410(a) Authority is hereby invoked. Incremental labor funding in support of TI-009.E for In-Service Engineering Agent (ISEA) support and provide for Maintenance Support for Naval Special Warfare Visual Augmentation Systems. (MDA)		LO			\$14,268.00
7001BS	J099	10 USC 2410(a) Authority is hereby invoked. Incremental labor funding in support of TI-009.E		LO			\$32,577.50

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		for technical support for the Visual Augmentation System (VAS) program. (MDA)					
7001BT	R706	10 USC 2410(a) Authority is hereby invoked. Incremental labor funding in support of TI-009.E for sustainment support for the U.S. Special Operations Command (USSOCOM) Visual Augmentation System Binocular/Monocular Program. (MDA)		LO			\$60,000.00
7001BU	R425	Incremental labor funding in support of TI-001.E for CCFLIR (Combatant Craft Forward Looking InfraRed) Sustainment Engineering Support. (WCF)		LO			\$15,000.00
7001BV	R706	Incremental labor funding in support of TI-005.E for Laser Systems Sustainment, Laser Shutter Assembly/ Rangefinder Depot Repair and EO systems branch calibration. (WCF)		LO			\$4,000.00
7001BW	R706	10 USC 2410(a) Authority is hereby invoked. Incremental labor funding in support of TI-005.E for Laser Systems Sustainment, Laser Shutter Assembly/ Rangefinder Depot Repair and EO systems branch calibration. (MDA)		LO			\$15,000.00
7001BX	J099	10 USC 2410(a) Authority is hereby invoked. Incremental labor funding in support of TI-005.E for Laser Systems Sustainment, Laser Shutter Assembly/ Rangefinder Depot Repair and EO systems branch calibration.		LO			\$4,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(MDA)					
7001BY	K099	10 USC 2410(a) Authority is hereby invoked. Incremental labor funding in support of TI-002.E for repair of BAWs JPM Korea assets. (Fund Type - OTHER)		LO			\$75,000.00
7001BZ	K099	10 USC 2410(a) Authority is hereby invoked. Incremental labor funding in support of TI-002.E for technical/engineering support of BAWs JPM SWA assets. (Fund Type - OTHER)		LO			\$56,935.00
7001CA	R706	Incremental labor funding in support of TI-005.E for Laser Systems Sustainment, Laser Shutter Assembly/ Rangefinder Depot Repair and EO systems branch calibration. (MDA)		LO			\$4,000.00
7001CB	H299	10 USC 2410(a) Authority is hereby invoked. Incremental labor funding in support of TI-009.E for sustainment support for the Visual Augmentation System program. (O&MN,N)		LO			\$7,000.00
7001CC	R425	Incremental labor funding in support of TI-005.E for Laser Systems Sustainment, Laser Shutter Assembly/ Rangefinder Depot Repair and EO systems branch calibration. (WCF)		LO			\$50,000.00
7001CD	R706	Incremental labor funding in support of TI-009.E for Visual Augmentation Systems (VAS) Depot Maintenance Support. (WCF)		LO			\$50,000.00
7001CE	R706	Incremental labor funding in support of		LO			\$30,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		TI-009.E for Visual Augmentation Systems (VAS) Depot Maintenance Support. (WCF)					
7001CF	J099	Incremental labor funding in support of TI-009.E for In-Service Engineering Agent (ISEA) support and provide for Maintenance Support for Naval Special Warfare Visual Augmentation Systems. Mod 19 deob \$5,820 from \$6,000. Leaving a remaining balance of \$180. (MDA)		LO			\$180.00
7001CG	L049	Incremental labor funding in support of TI-005.E for Laser Systems Sustainment, Laser Shutter Assembly/Rangefinder Depot Repair and EO systems branch calibration support. (WCF)		LO			\$25,000.00
7001CH	J099	Incremental labor funding in support of TI-009.E for In-Service Engineering Agent (ISEA) support and provide for Maintenance Support for Naval Special Warfare Visual Augmentation Systems. Mod 19 deob \$24,500 from \$25,000. Leaving a remaining balance of \$500. (O&MN,N)		LO			\$500.00
7001CJ	R706	Incremental labor funding in support of TI-009.E for Visual Augmentation Systems (VAS) Depot Maintenance Support. (O&MN,N)		LO			\$30,000.00
7001CK	H299	Incremental labor funding in support of TI-013.E for U.S. Fleet Forces Command supporting EO/IR sensors for Military Sealift Command (MSC)		LO			\$95,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		vessels. (OPN)					
7001CL	R702	Incremental labor funding in support of TI-008.E for engineering and technical support to assist the Electro-Optic Technology Division to develop and administer data management in support of NAVSEA MK38 toplite system efforts. (WCF)		LO			\$16,000.00
7001CM	L010	Incremental labor funding in support of TI-004.E for the MK38 Toplite Electro-Optic Sensor System Standard Pierside Maintenance and Repairs. (WPN)		LO			\$12,842.54
7001CN	J016	Incremental labor funding in support of TI-003.E. for the Multi-Sensor Systems (MSS) Depot Repair support for PM UAS Warrior program. (MDA)		LO			\$24,900.00
7001CP	R425	Incremental labor funding in support of TI-014.E for the engineering support and related services for USCG C3CEN and SSP. (WCF)		LO			\$45,000.00
7001CQ	L049	Incremental labor funding in support of TI-005.E for Laser Systems Sustainment, Laser Shutter Assembly/Rangefinder Depot Repair and EO systems branch calibration support. (WCF)		LO			\$25,000.00
7001CR	L049	Incremental labor funding in support of TI-005.E for Laser Systems Sustainment, Laser Shutter Assembly/Rangefinder Depot Repair and EO systems branch calibration support. (O&MN,N)		LO			\$15,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001CS	L049	Incremental labor funding in support of TI-005.E for Laser Systems Sustainment, Laser Shutter Assembly/Rangefinder Depot Repair and EO systems branch calibration support. (WCF)		LO			\$10,000.00
7002		Option Year 1 (Year 2) Labor. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. (Estimated Labor Hours for this period is.)					\$1,151,547.85
7002AA	K099	Incremental labor funding in support of TI-002.E.2 for repair of BAWs 4 assets. (WCF)		LO			\$68,000.00
7002AB	J016	Incremental labor funding in support of TI-003.E.2 for Multi-Sensor Systems (MSS) Depot Repair support for PM UAS Warrior program. (MDA)		LO			\$27,000.00
7002AC	J099	Incremental labor funding in support of TI-009.E.2 for In-Service Engineering Agent (ISEA) support and provide for Maintenance Support for Naval Special Warfare Visual Augmentation Systems (MFP11). (MDA)		LO			\$11,000.00
7002AD	R706	Incremental labor funding in support of TI-009.E.2 for Visual Augmentation Systems (VAS) Depot Maintenance Support. (WCF)		LO			\$60,000.00
7002AE	J016	Incremental labor funding in support of TI-006.E.2 for engineering conceptual designing, engineering analysis, and		LO			\$14,900.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		engineering drafting for PM UAS Sky Warrior program. (MDA)					
7002AF	R706	Incremental labor funding in support of TI-009.E.2 for Visual Augmentation Systems (VAS) Depot Maintenance Support. (WCF)		LO			\$75,000.00
7002AG	K099	Incremental labor funding in support of TI-002.E.2 for repair of Fluid Transfer System (FTS) assets. (WCF)		LO			\$52,000.00
7002AH	J099	Incremental labor funding in support of TI-005.E.2 for Laser Systems Sustainment, Laser Shutter Assembly/Rangefinder Depot Repair and EO systems branch calibration support. (WCF)		LO			\$75,000.00
7002AJ	J099	Incremental labor funding in support of TI-002.E.2 for repair of Collector assets. (WCF)		LO			\$100,000.00
7002AK	R702	Incremental labor funding in support of TI-008.E.2. for engineering and technical support to develop and administer data management. Cost of Doing Business support. (RDT&E)		LO			\$20,000.00
7002AL	J016	Incremental labor funding in support of TI-003.E.2 for Multi- Sensor Systems (MSS) Depot Repair support for the CIP Upgrades of the AN/AAS-54 systems for the HC/MC-130J programs. (Fund Type - OTHER)		LO			\$27,000.00
7002AM	J016	Incremental labor funding in support of TI-006.E.2 for engineering conceptual designing, engineering		LO			\$14,800.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		analysis, and engineering drafting for the CIP Upgrades of the AN/AAS-54 systems for the HC/MC-130J programs. (Fund Type - OTHER)					
7002AN	J099	Incremental labor funding in support of TI-009.E.2 for labor including sustainment support for the U.S. Special Operations Command (USSOCOM) Visual Augmentation System Binocular/Monocular Program. (MDA)		LO			\$30,000.00
7002AP	J016	Incremental labor funding in support of TI-006.E.2 for engineering conceptual designing, engineering analysis, and engineering drafting for the PMA-290 Manned Recon program. (OPN)		LO			\$14,700.00
7002AQ	J099	Incremental labor funding in support of TI-009.E.2 for In-Service Engineering Agent (ISEA) support and provide for Maintenance Support for Naval Special Warfare Visual Augmentation Systems NAVSEA PMS-340 (MFP2). (O&MN,N)		LO			\$20,000.00
7002AR	R425	Incremental labor funding in support of TI-014.E.2 for U.S. Coast Guard Multi-Sensor Program support for USCG C3CEN and SSP. (WCF)		LO			\$45,000.00
7002AS	J099	Incremental labor funding in support of TI-009.E.2 for the U.S. Special Operations Command (USSOCOM) Visual Augmentation System Binocular/Monocular Program. (MDA)		LO			\$40,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7002AT	K099	Incremental labor funding in support of TI-002.E.2 for repair of JCA (01-555-9347) assets. (WCF)		LO			\$52,000.00
7002AU	L010	Incremental labor funding in support of TI-004.E.2 for the MK 38 Toplite Electro-Optic Sensor System Standard Pierside Maintenance and Repairs. (O&MN,N)		LO			\$25,000.00
7002AV	J059	Incremental labor funding in support of TI-002.E.2 for repair of Power Pack (PP) (01-540-7916) assets. (WCF)		LO			\$36,000.00
7002AW	K099	Incremental labor funding in support of TI-002.E.2 for repair of Identifier (01-528-9280) assets. (WCF)		LO			\$108,000.00
7002AX	J099	Incremental labor funding in support of TI-009.E.2 for In-Service Engineering Agent (ISEA) support and provide for Maintenance Support for Naval Special Warfare Visual Augmentation Systems NAVSEA PMS-408. (O&MN,N)		LO			\$10,000.00
7002AY	R425	Incremental labor funding in support of TI-019.E.2 for drafting support of the Foreign Military Sale (FMS) programs rack design and protoytpe. (FMS Case #IT-P-GAC)		LO			\$64,147.85
7002AZ	AC14	Incremental labor funding in support of TI-008.E.2 for data management support in support of iStalker to transition to a future EO/IR program of record in FY20. (RDT&E)		LO			\$27,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7002BA	K099	Incremental labor funding in support of TI-013.E.2 for U.S. Fleet Forces Command supporting EO/IR sensors for Military Sealift Command (MSC) vessels. (OPN)		LO			\$50,000.00
7002BB	R425	Incremental labor funding in support of TI-021.E.2 for the NECC program. (OPN)		LO			\$40,000.00
7002BC	R425	Incremental labor funding in support of TI-010.E.2 for drafting support of the I-Stalker program. (O&MN,N)		LO			\$30,000.00
7002BD	J016	Incremental labor funding in support of TI-003.E.2 for Multi-Sensor Systems (MSS) Depot Repair support for the PMA-290 Manned Recon program. (O&MN,N)		LO			\$15,000.00
7003		Option Year 2 (Year 3) Labor. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. (Estimated Labor Hours for this period is					\$0.00
7004		Option Year 3 (Year 4) Labor. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. (Estimated Labor Hours for this period is					\$0.00
7005		Option Year 4 (Year 5) Labor. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. (Estimated Labor Hours for this period is					\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	SURGE -- Non-personal Engineering and Technical Services -- SURGE 10% Base. (Estimated Labor Hours for the SURGE Base Year Labor PLUS all four (4) one (1)-year option periods is - No funding will be applied to this CLIN. Each Year's funding is applied to priced SLINs under CLINs 7101, 7012, 7103, 7104, and 7105. Contractor shall NOT invoice against CLIN 7000. (Fund Type - TBD)		LH			\$2,365,714.00
7101		SURGE -- Base Year (Year 1) Labor. SURGE -- 10% Base Year. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. (Estimated Labor Hours for this period is.)					\$0.00
7102		SURGE -- Option Year 1 (Year 2) Labor. SURGE -- 10% of Option Year 1. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. (Estimated Labor Hours for this period is).					\$0.00
7103		SURGE -- Option Year 2 (Year 3) Labor. SURGE -- 10% of Option Year 2. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. (Estimated Labor Hours for this period is.)					\$0.00
7104		SURGE -- Option Year 3 (Year 4) Labor. SURGE -- 10% of Option Year 3. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. (Estimated Labor Hours for this period is					\$0.00
7105		SURGE -- Option Year 4 (Year 5) Labor. SURGE -- 10% Option Year 4. Contractor shall					\$0.00

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Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF
 invoice the following priced
 SLINs in accordance with
 invoicing instructions in
 Section G. (Estimated Labor
 Hours for this period is

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		Technical Data Requirements for CLINs 7001 thru 7105 in accordance with (IAW) the Statement of Work (SOW) and CDRLs A001 thru A013 provided in Section J and applicable DIDs. The price/costs for all technical data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLINs 7000 thru 7105.		LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	R425	Non-personal Engineering and Technical services. ODCs Only. ODC ceiling and LOE for Base Year (Year 1) and four (4) one (1)-year Option periods (Years 2 through 5) - No funding will be applied to this CLIN. Each Year's funding is applied to priced SLINs under CLINs 9001, 9002, 9003, 9004, and 9005. Contractor shall NOT invoice against CLIN 9000. (Fund Type - TBD)					
9001		Base Year (Year 1) ODC. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.					
9001AA	R425	Incremental ODC funding in support of TI-004.E for organic screening of Toplite family of systems. (O&MN,N)					
9001AB	R425	Incremental ODC funding in support of TI-001.E for CCFLIR Sustainment Engineering Support for NECC. (WCF)					
9001AC	R425	Incremental ODC funding in support of TI-002.E for transport of repaired TACOM BAWs assets. (WCF)					
9001AD	R425	Incremental ODC funding in support of TI-001.E for CCFLIR (Combatant Craft Forward Looking InfraRed) Sustainment Engineering Support. (WCF)					
9001AE	R425	Incremental ODC funding in support of TI-001.E for CCFLIR (Combatant Craft Forward Looking InfraRed) Sustainment Engineering Support FOR NECC. (WCF)					
9001AF	L010	Incremental ODC funding in support of TI-011.E for planning, labor, material, and engineering services. (WCF)					
9001AG	J099	Incremental ODC funding in support of TI-009.E for the U.S. Special Operations Command (USSOCOM) Visual Augmentation System Binocular/Monocular Program. (MDA)					

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9001AH	L010	Incremental ODC funding in support of TI-004.E to provide technical support in support of the MK 38 Toplite EOSS SPMRs. (WPN)				
9001AJ	R425	Incremental ODC funding in support of TI-003.E for Multi-Sensor Systems (MSS) Depot Repair support for PM UAS Warrior program. (MDA)				
9001AK	R425	Error SLIN....Please Disregard. (WCF)				
9001AL	K099	10 USC 2410(a) Authority is hereby invoked. Incremental ODC funding in support of TI-002.E for BAWS 4 assets. (Fund Type - OTHER)				
9001AM	H299	Incremental ODC funding in support of TI-013.E. for U.S. Fleet Forces Command supporting EO/IR sensors forMilitary Sealift Command (MSC) vessels. (OPN)				
9001AN	R425	Incremental ODC funding in support of TI-014.E for the engineering support and related services for USCG C3CEN and SSP. (WCF)				
9001AP	K099	Incremental ODC funding in support of TI-013.E for U.S. Fleet Forces Command supporting EO/IR sensors forMilitary Sealift Command (MSC) vessels. (OPN)				
9001AZ	R425	Error SLIN.... (WCF)				
9001BA	R425	Error SLIN..... (WCF)				
9002		Option Year 1 (Year 2) ODC. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.				
9002AA	R425	Incremental ODC funding in support of TI-014.E.2 for U.S. Coast Guard Multi-Sensor Program support for USCG C3CEN and SSP. (WCF)				
9002AB	K099	Incremental ODC funding in support of TI-013.E.2 for U.S. Fleet Forces Command supporting EO/IR sensors forMilitary Sealift Command (MSC) vessels. (OPN)				
9002AC	R425	Incremental ODC funding in support of TI-021.E.2 for the NECC program. (OPN)				
9003		Option Year 2 (Year 3) ODC. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.				
9004		Option Year 3 (Year 4) ODC. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.				
9005		Option Year 4 (Year 5) ODC. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.				
9100	R425	SURGE -- Non-personal Engineering and Technical services. ODCs Only. ODC ceiling and LOE for Base Year (Year 1) and four (4) one (1)-year Option periods (Years 2 through 5) - No funding will be applied to this CLIN. Each Year's funding is applied to priced SLINs under CLINs 9101, 9102, 9103, 9104, and 9105. Contractor shall NOT invoice against CLIN 9100. (Fund Type - TBD)				

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9101		SURGE -- Base Year (Year 1) ODC. SURGE 10% of base. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.			
9102		SURGE -- Option Year 1 (Year 2) ODC. SURGE -- 10% of Option Year 1. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.			
9103		SURGE -- Option Year 2 (Year 3) ODC. SURGE -- 10% of Option Year 2. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.			
9104		SURGE -- Option Year 3 (Year 4) ODC. SURGE -- 10% of Option Year 3. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.			
9105		SURGE -- Option Year 4 (Year 5) ODC. SURGE -- 10% of Option Year 4. Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.			

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of Text)

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

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

(End of Text)

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

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

FIXED FEE TABLE						
CLIN	Contract Type	Estimated Per Year Man-Hour (Hr)	Hourly Rate (s)		Totals	Estimated Cost (Hr x Rate)
			Estimated Cost/Hr (Rate)	Fixed Fee/Hr (FF)	Fixed Fee (Hrs x FF)	
7000*	CPFF					
7001	CPFF					
7002	CPFF					
7003	CPFF					
7004	CPFF					
7005	CPFF					
7100*	CPFF					
7101	CPFF					
7102	CPFF					
7103	CPFF					
7104	CPFF					
7105	CPFF					

*These CLINs are a sum of the entire five (5)-year Period of Performance

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

(End of Text)

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

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

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

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR

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31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

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

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

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

NOTE: Participation by any prime or subcontractor in the below tasking has the potential to create an Organizational Conflict of Interest for companies interested in production contracts for Electro-Optic (EO) systems.

DISTRIBUTION STATEMENT D. Distribution authorized to Department of Defense and DoD Contractors only: for administrative purpose as of 26 FEB 2019. Other requests shall be referred to the Commander, NSWC Crane Division, Electro Optics Technical Division (Branch Code JXQL), Crane, IN 47522-5001.

STATEMENT OF WORK

ENGINEERING & TECHNICAL SUPPORT SERVICES FOR ELECTRO-OPTIC SYSTEMS

1.0 SCOPE

This Statement of Work sets forth the requirements for non-personal engineering and technical support services for EO systems, to include: Scientific/Engineering Analysis and Studies, Test and Evaluation, Technical Repair Support, and Program Management Support. These services are in support of a variety of systems, subsystems, components, and equipment supported by Crane Division, Naval Surface Warfare Center (NSWC Crane), Electro-Optic Technology Division (EOTD), Code JXQ including, but not limited to the programs and systems listed below in paragraphs 1.1.1, 1.1.2, and 1.1.3.

1.1 Background

The NSWC Crane Electro-Optic Technology Division provides full life-cycle support for military and national security electro-optic and laser systems, including technical/program management, technology transition, design, engineering, logistics, test and evaluation, sustainment, maintenance, and repair services. Services are provided to the Warfighter (Navy, Marine Corps, Air Force, Army, Coast Guard, USSOCOM and other Department of Defense (DoD) and national security customers) in the areas of Airborne, Maritime and Ground Electro-Optics (EO) Systems, including Intelligence Surveillance Reconnaissance (ISR) Systems, Targeting Systems, Security Sensors, and Missile Optics. This SOW focuses on requirements for supporting the projects and efforts performed by the Electro-Optic Technology Division including the following:

1.1.1 Airborne Multi-Sensors Programs

NSWC Crane Electro-Optic Technology Division (JXQ) supports the following Airborne Multi-

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Sensor EO systems: US Marine Corps AH-1W Super-Cobra Night AWS-1 Targeting System Upgrade (NTSU), US Marine Corps AH-1Z AN/AAQ-30 Viper Target Sight System (TSS), US Marine Corps UH-1N/Y AN/AAQ-22 Navigational Thermal Imaging System (NTIS), US Navy Fire Scout Unmanned Aircraft Vehicle (UAV) BRITE Star II Targeting System, US Navy MH-60R/S AN/AAS-44C Multi-Spectral Targeting System (MTS), US Navy Special projects AN/AAS-44C MTS, US Air Force C-130J Sensor System, US Army Warrior Sensor Systems, US Army OH-58D Console Display System (CDS) and other Special Missions Platforms, Helmet Vision Systems programs, Helmet Display Unit (HDU) for Joint Helmet Mounted Cueing System (JHMCS), Helmet Display Tracking System (HDTs) and the Joint Strike Fighter (JSF) Helmet System.

1.1.2 Maritime Multi-Sensors Programs

NSWC Crane Electro-Optic Technology Division (JXQ) supports the following Maritime Multi-Sensor EO systems: AN/SSQ-129 Shipboard Protection System, the EO/Infrared (IR) Targeting System for Griffin Missile Systems, Situational Awareness System (SAwS), Sea Star Safire III on Patrol Coastal and Littoral Combat Ship (LCS) class ships, AN/KAX-1 SeaFLIR long-range imager, CCFLIR systems on Riverine Craft, AN/KAX-2, AN/KAX-2A, and Shipboard Infrared Visual Surveillance System (SIRVSS) on Coast Guard Cutters. NSWC Crane serves as In-Service Engineering Agent (ISEA) and Acquisition Engineering Agent (AEA) for the AN/PYX-1 Identity Dominance System and the Navy Non-Lethal Effects Program, which includes Acoustic Hailing Devices and the LA/9-P Laser Dazzler. NSWC Crane supports fielding and servicing of more than 23,000 Handheld Electro-Optic devices for Navy, Department of Homeland Security, and Law Enforcement customers including: AN/AVS-6(V)1 and AN/AVS-9 Aviator's Goggles; SU-251/U Flight Deck Goggles; AN/PAS-13B(V)2 Medium Thermal Weapon Sights; AN/PES-1 and AN/PES-2 Laser Range Finders; AN/PVS-4 and AN/PVS-12A Individual Served Weapon Sights; SU-250/U Submersible Monocular Night Vision Systems; AN/PVS-15 and AN/PVS-15B Submersible Binocular Night Vision Systems; AN/PVS-16 Gyro-stabilized Binoculars; AN/PVS-11, AN/PVS-14(CG), and AN/PVS-18 Pocket Scopes; AN/PVS-20 and AN/TVS-5 Crew Served Weapon Sights; AN/PVS-21 Low Profile Night Vision Goggles; AN/PVS-5A/5B/5C and AN/PVS-7A/7C/7E Night Vision Goggles; AN/PVS-8/8A Long-Range Night Vision Sights; Laser Boresight Kits (5.56, 7.62, .50 CAL, & 25MM); and Military Camera (MILCAM) Reconnaissance (RECON), MILCAM XP+, PALM-IR 250/250D Thermal Imagers.

1.1.3 Expeditionary/Ground-based Sensor Programs

NSWC Crane is designated as the Commodity Manager for United States Special Operations Command (USSOCOM) Visual Augmentation Systems including the Binocular and Monocular Night Vision Goggles, Ground Mobility Visual Augmentation System (GM-VAS), Handheld Imagers, Special Operations Forces Marker (SOFLAM), Night Vision Observation Devices, and various laser systems including laser pointers, rangefinders, and designators. These systems provide improved Visual Augmentation capability to USSOCOM soldiers and mobility platforms. NSWC Crane is the designated Source of Repair for the Bradley Eyesafe Laser

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Rangefinder; Laser Shutter Assembly/Laser Transceiver Assembly utilized on the Army's Bradley Fighting Vehicle. Depot Maintenance Interservice Support Agreement (DMISA) NAVSEA05 01AAEJ. NSWC Crane provides depot level support for the Joint Biological Point Detection System (JBPDS).

1.2 Applicable Paragraphs

This Task Order (TO) applies to the following SOW paragraphs of the basic SeaPort Enhanced (SeaPort-e) Multiple Award Contract (MAC):

- 3.1 Research and Development Support
- 3.2 Engineering, System Engineering and Process Engineering Support
- 3.3 Modeling, Simulation, Stimulation, and Analysis Support
- 3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support
- 3.5 System Design Documentation and Technical Data Support
- 3.6 Software Engineering, Development, Programming, and Network Support
- 3.7 Reliability, Maintainability, and Availability (RM&A) Support
- 3.8 Human Factors, Performance, and Usability Engineering Support
- 3.9 System Safety Engineering Support
- 3.10 Configuration Management (CM) Support
- 3.11 Quality Assurance (QA) Support
- 3.12 Information Systems (IS) Development, Information Assurance (IA), and
Information Technology (IT) Support
- 3.13 Inactivation and Disposal Support
- 3.14 Interoperability, Test and Evaluation, Trials Support
- 3.15 Measurement Facilities, Range, and Instrumentation Support
- 3.16 N/A (Logistics Support)
- 3.17 Supply and Provisioning Support
- 3.18 Training Support
- 3.19 In-Service Engineering, Fleet Introduction, Installation, and Checkout Support

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- 3.20 Program Support
- 3.21 Functional and Administrative Support
- 3.22 N/A (Public Affairs and Multimedia Support)

2.0 APPLICABLE DOCUMENTS

Unless otherwise specified, the revision level and date for each specification or standard cited within the solicitation/contract (including any specifications or standards cited in any drawing, handbook, or referenced specification or standard contained within this solicitation), shall be that listed in the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto. In the event of a conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

2.1 Specifications - Mandatory Compliance

MIL-STD-31000A Technical Data Packages

MIL-PRF-55110H (Amendment -1) Printed Wiring Board, Rigid General Specification for

2.2 Standards - Mandatory Compliance

ASME Y14.100 Engineering Drawing Practices – 2017

DOD-STD-2101 Classification of Characteristics- 1979

IEC 60812:2006 Analysis Techniques for System Reliability - Procedure for Failure Mode and Effects Analysis (FMEA)

ISO 9001:2015 Quality Management Systems

MIL-STD-810G, Chg 1 Environmental Engineering Considerations and Laboratory Tests

MIL-STD-882E System Safety

MIL-STD-1389D Design Requirements for Standard Electronic Modules

MIL-STD-1472G Human Engineering

MIL-STD-1839D Calibration and Measurement Requirements

MIL-STD-31000A Department of Defense Standard Practices: Technical Data Packages

2.3 Other Publications and Regulations

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MIL-HDBK-470A, Notice 2 Designing and Developing Maintainable Products and Systems (Guidance only)

MIL-HDBK-502A Department of Defense Handbook: Acquisition Logistics (Guidance only)

MIL-HDBK-781A Reliability Test Methods, Plans, and Environments

2.4 Instructions and Directives

DOD-4245.7-M Transition from Development to Production (Guidance only)

DOD 5000.3-M-4 Joint Test and Evaluation Procedures Manual

NAVFAC 11010.45 Regional Shore Infrastructure Planning

NAVSEA Ordnance Document (OD) 45845, Metrology Requirements List (METRL)

NAVSEAINST 3960.2D Test and Evaluation

NAVSEAINST 4000.6B Data Management Program (Guidance only)

OPNAVINST 3960.16A Navy Test, Measurement, and Diagnostic Equipment (TMDE), Automatic Test Systems (ATS) and Metrology and Calibration (METCAL)

OPNAVINST 4102.2D, Change 2 Navy and Marine Corps Mishap and Safety Investigation, Reporting, and Record Keeping

OPNAVINST 5100.23G, Change 1 Navy Safety and Occupational Health (SOH) Program Manual

OPNAVINST 11010.33C Procurement, Lease and Use of Relocatable Buildings (Guidance only)

SECNAVINST 5370.2J Standards of Conduct and Government Ethics

NSACRANEINST 5100.13A NSA Crane Smoking and Tobacco Use

NFECMLINST 11240.19B Official Use of Government Owned Vehicles

3.0 PERFORMANCE REQUIREMENTS

The Contractor shall furnish the required material, equipment, and labor to provide the following support services. Tasking shall be assigned via Technical Instruction (TI) signed by the Procuring Contracting Officer (PCO) when required. TI's will be utilized to delineate specific efforts as aligned by customer when applicable. Upon issuance of an approved TI, the Contractor is authorized to perform the requirements of the approved TI without further direction from the PCO. Any intellectual property created in support of this TO becomes the property of the US Government and will be delivered free of proprietary marking.

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Technical progress on all tasks and financial status of the task order shall be reported monthly. “Funds and Man- Hour Expenditure Report” (CDRL A001, DI-FINCL-80331A) is applicable and shall be delivered within the first five business days of the month.

Contractor must execute the scope of work in a manner that provides for high quality, timely, and well-integrated support services while incorporating the proper mix and the most effective use of personnel. Requirements for program support services are provided in this SOW.

Contractor shall advise and assist the Government, but shall not make final decisions. All tasks executed during the performance of this contract shall be at the Government’s direction. Contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. All analyses, reports, data, and deliverables produced under this contract shall be property of the U.S. Government.

Contractor shall provide innovative, well designed, and integrated approaches to acquisition management and life cycle logistics for a variety of EO/IR projects in order to provide program sponsors and stakeholders operationally superior and affordable systems. Some services may be provided on site at NSWCCD or at Contractor’s facility as designated in the attached Level Of Effort. Approved TIs will indicate whether services are required to be at NSWCCD or if they can be provided via distance support (offsite). Distance support and place of performance is described in paragraph 7.0 of this SOW.

3.1 Personnel

The Contractor shall ensure that all of its personnel are United States (U.S.) citizens. It is anticipated all personnel will require a SECRET clearance, however some personnel may only be required to hold CONFIDENTIAL clearances and practice stringent OPSEC. This requirement is subject to change and is contingent upon the nature of the work performed or applicable Government reclassifications. If the requirement arises for additional personnel to hold SECRET and/or TOP SECRET clearances, the Contractor has 90 days from notification to recruit and hire such personnel if they are not already on staff.

All Contractor personnel who attend meetings, answer Government telephones, and work in situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid any impression to members of the public that they are Government officials. Contractor personnel must also ensure that any document or report they have produced is suitably marked as a Contractor product or that Contractor contribution is appropriately disclosed.

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The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the TO Procuring Contracting Officer (PCO) immediately.

These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

The following is prohibited from being performed under this Task Order per NAVSEA Instruction 4200.19A

- (1) Contractor employee acting as a Government employee's personal assistant (e.g., executive assistant, administrative assistant or secretary for a government employee or for an office or organization).
- (2) Contractor employee given a Government job title or code, such as deputy PM, technical director, PR originator or budget analyst;
- (3) Contractor employee supervising or tasking Government employees;
- (4) Contractor employee attending training at NAVSEA expense without contract performance requirements;
- (5) Contractor employee acting as the representative for a NAVSEA or NSWC Crane code or program office, such as leading a Government meeting;
- (6) Contractor employee making Government decisions (see 9.e Inherently Government Functions); or
- (7) Contractor employee left in charge of a NAVSEA/NSWC Crane facility, office, testrange, shipyard, vessel or other NAVSEA real property.

All Contractor personnel requiring access to both a Government facility and a Department of Defense (DoD) enabled network shall obtain a CAC. The Contractor shall work with the TO Contracting COR to submit the appropriate justification and coordinate the paperwork for obtaining a CAC. The approval of a CAC is at the discretion of the COR. If the COR determines that the Contractor is not approved to receive a CAC, the COR may authorize the procurement of a RAPIDGate pass to obtain access to the Government facility. All other Contractor personnel requiring occasional access to a Government facility must submit a visit request via the Joint

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Personnel Adjudication System (JPAS) and check in through the facilities' visitor control center.

All Contractor personnel are required to display Government issued identification badges above the waist at all times.

The Contractor has five (5) days to terminate their network user accounts and return all Government issued identification badges to the COR upon departure of this TO or the Period of Performance (PoP) completion.

A finalized DD Form 254 for this effort will be provided with the TO award.

3.2 Research and Development Support

The Contractor shall perform specific research and development tasks supporting NSWC Crane Electro-Optics Technology Division (JXQ) as identified in a TI.

3.2.1 Trade Studies, Analyses, Technical Evaluations and Assessments

The Contractor shall perform trade studies, engineering/technical analyses and other technical evaluations and assessments for the specified tasks. This may include the performance of in-depth technical analysis of an initiative's attainability, operational and doctrinal impacts, as well as an assessment of future acquisition related issues. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

3.2.2 Trade Studies

The Contractor shall assist in the development of trade studies of initiative systems, process planning and other requirements as directed in the TIs. The Contractor shall assist in developing and improving technology management planning processes and procedures, serve on working groups and Integrated Product Teams (IPTs). The Contractor shall assist in the development of metrics that show the value of effort, project status and cost efficiency and document in a technical report (CDRL A003, DI-MISC-80508B).

3.2.3 Demonstration Support

As new technology is developed by the EO scientific community, EOTD often perform evaluations and demonstrations of these technologies. The content of this paragraph provides support for these activities. The Contractor shall support the definition, planning, coordination,

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implementation, manning, data collection, training, maintenance, troubleshooting and evaluation of initiatives related systems/equipment demonstration.

- a) Locations for demonstrations will be defined in each TI. Anticipated locations include NSWC Crane, Indiana and other Military facilities throughout the Continental United States (CONUS) and Outside the Continental United States (OCONUS) as directed by the Government.
- b) Each TI will include the necessary Contract Data Requirements List(s) (CDRL's) to identify the delivery of plans/procedures, briefings, data collection sheets, and other related documentation required to support a demonstration or generated as a result of a demonstration.

3.2.4 Technology Transfer

Technology transfer activities shall be integrated into the plans and objectives of each task and project. These activities shall include the following as appropriate, modern experimental and analytical methods and equipment for synthesis of materials, structures and property measurements, process simulation, and risk assessment to develop specific process and product designs and applications. Full scale equipment evaluation and control system implementation may be conducted to verify the experimental and analytical results. These results, as well as the tools and methods developed and enhanced, will be transferred to the Government.

3.2.5 Supportability/Technology Insertion

The Contractor shall provide technical advice and recommendations on issues such as electrical/electronic/mechanical parts and assemblies redesign or alternate sourcing for items identified.

3.2.6 Technology Upgrade

The Contractor shall assist in researching candidates for technology upgrades. The Contractor shall review processes and provide recommendations, with written rationale, on methods for the sponsor to better take advantage of integrating new technology opportunities (CDRL A003, DI-MISC-80508B).

3.3 Engineering, Systems Engineering and Process Engineering Support

3.3.1 Engineering Technical Support

The Contractor shall provide engineering and technical support for the design, development, test, evaluation, and engineering related logistics to the procurement, production, maintenance, disposal (life cycle management) and related services only for electronic and mechanical systems, subsystems, equipment, and components noted in the SCOPE of this TO. The Contractor shall analyze and evaluate proposed engineering changes or documented equipment

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performance concerns. The Contractor shall also assist in the investigation and resolution of other technical problems and issues pertaining to the system requirements, associated equipment, and associated support equipment and peripherals. The Contractor shall assist with the investigation analysis of the applicability of a particular technology to satisfy requirements, review, and evaluation of current products available on the market and recommended strategies for equipment upgrades or replacement. These analyses and studies may entail conducting, arranging for, or monitoring environmental testing, performance testing or developing simulations. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

332 Systems Integration

The Contractor shall identify and document data to ensure equipment and computer program compatibility; system/component interface; identify and provide recommended solutions to equipment interface problems; review and monitor system tolerances; participate with the Government in performing system tests to assess performance, safety, operability, reliability, and maintainability; and prepare/review engineering inputs into Engineering Change Proposals (ECP) for interface impacts in accordance with Government Furnished Information (GFI).

The Contractor shall annotate all recommendations made to the Government with rationale and justification for all assumptions used to arrive at any aforementioned recommendations (CDRL A003, DI-MISC-80508B)

333 Engineering Investigations

The Contractor shall assist with engineering investigations on EO systems and EO support processes. Engineering investigations require familiarity with capabilities and limitations of commercial failure and material analysis, both non-destructive and destructive analysis to include: Optical & Scanning Electron Microscopy, Energy Dispersive X-ray, Computed Scans/Photography, etc. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

334 Reverse Engineering

The Contractor shall assist in the performance of reverse engineering on electronic assemblies and assist in the development of the Technical Data Package (TDP) (CDRL A005, DI-SESS-80776) meeting the requirements of DOD-STD-2101, MIL-STD-31000A and ASME Y14.100 or other commercial standard as specified in the TI. Details concerning the substitution of piece

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parts and requirements concerning logistic equivalency (exact reproductions) shall be provided by TI. The Contractor shall assist in the production of prototypes of hardware resulting from reverse engineering and a Technical Report Study. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government. All prototypes will be the property of the US Government and will be delivered free of proprietary marking.

335 Manufacturing Engineering Analyses

The Contractor shall review and analyze manufacturing technologies and/or processes and provide a report to the Government on their usability to Government equipment acquisitions, development, and application for Government uses. The Contractor shall provide any assumptions made or rationale used in completing the analysis. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

335.1 Manufacturing Transitioning

Utilizing guidance from DOD-D-4245.7-M, the Contractor shall assist with documenting engineering and production studies and analyses concerning the transition of electronic systems, subsystems, equipment, and components from development stage to production. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

335.2 Manufacturing Engineering and Technology Support

The Contractor shall prepare manufacturing procedures and/or processes for systems, subsystems, components, assemblies, subassemblies, and equipment. The Contractor shall perform consulting, manufacturing engineering and technology services, which may include the following delineated tasks:

- a) Design (manual or by computer graphics) of electronic, electro-mechanical, or mechanical items.
- b) Equipment and facility requirement studies and planning.
- c) Production cost estimating.
- d) Assist with product "make or buy" analyses.
- e) Production capability assessment studies and surveys.
- f) Production equipment engineering.
- g) Production equipment/process evaluation.
- h) Manufacturing process development.

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- i) Development of Computer Aided Design (CAD) and Computer Aided Manufacturing (CAM) media.

3.3.6 Production Engineering Support

The Contractor shall assist in the development of procedures and acceptance criteria with supporting rationale to evaluate all disciplines (engineering, test and evaluation, maintenance, logistics requirements, manufacturing processes, methods, and technologies) incident to development, prototype, initial production, and production or test status for new systems or major modification or improvement programs for existing systems, subsystems, or components. The Contractor shall ensure that sufficient data has been generated for equipment reproducibility (CDRL A005, DI-SESS-80776) and shall evaluate system manufacturing proposals in accordance with specifications delineated in the TI.

3.3.6.1 Production Engineering Analysis

The Contractor shall assist with the analysis of production costs and manufacturing problems; review production changes, waivers, and deviations; attend quality assurance audits and surveys; and assist in the identification of problems and progress concerning production, costs, and quality assurance.

3.3.6.2 Production Status and Control

The Contractor shall monitor, track, and report status of associated equipment or systems. The contractor will provide repair and acceptance testing through the use of the EOTD production control system Government Furnished Information (GFI). This monitoring shall consist of maintenance and repair cost, failure trends, item process status, and numbers of items repaired and tested per month and quarter. Contractor shall coordinate monthly and quarterly reviews to assess projected production workloads for EOTD workspaces. Maintain SWMS (Shop Workload Management System) including planning, scheduling, and calibration. Contractor shall be able to retrieve periodic and ad-hoc data and reports from SWMS to document repair status and trends. Contractor will assist in the planning process for current and future years for repairs and lab work requirement using current plans and data obtained from reports pulling prior years and other historical data. Contractor will be responsible for updating SWMS plans to include adding new assets received, removal of obsolete assets, and evaluating the accuracy of the SWMS plans. Contractor shall attend meetings when requested and participate in Production and Planning meetings.

3.3.6.3 Test Engineering

The Contractor shall complete the activities of designing, building, and testing new test equipment for existing and new EOTD equipment / technology as specified in the TI. The

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Contractor shall ensure that sufficient data has been generated for equipment reproducibility and supportability (CDRL A005, DI-SESS-80776). The Contractor shall conceive and recommend new design techniques for EOTD equipment and EOTD test equipment including but not limited to Collimators, Light Sources, night vision gain test equipment and environmental test equipment. The Contractor shall prepare test procedures and assist in training test personnel.

3.3.6.4 Acquisition Engineering

The Contractor shall assist with the review of technical specifications for accuracy in support of procurements in accordance with GFI. The Contractor shall analyze design data to determine defects detracting from equipment, system, or component capability to perform to its intended operational requirements and to satisfy all specification requirements. The Contractor shall review production engineering changes, waivers, deviations, and/or alterations for their impact on performance, reliability, maintainability, availability, quality, safety, and life cycle cost. The Contractor shall assist with the evaluation of the design and performance data to make recommendations on strengths and weaknesses of potential equipment types in meeting applicable performance requirements by the Government. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

337 Engineering Change Kits

The Contractor shall develop, assemble, deliver and install engineering change kits. Source material, special equipment, and tools may be provided to the Contractor as GFI and Government Furnished Material (GFM). If the Contractor is required to procure material, the Government shall identify this requirement and provide authorization via a TI.

338 Engineering Change Proposal (ECP) Preparation

The Contractor shall provide the technical content to prepare, review, analyze, and assess ECPs from documentation provided as GFI and make recommendations for engineering change orders and technical directives with supporting rationale (CDRL A003, DI-MISC-80508B).

339 Scientific/Engineering Analyses and Studies

The Contractor shall evaluate proposed engineering changes, perform feasibility studies, perform evaluation of test sets, and investigate and resolve issues in the areas of technology application and insertion, and item performance and reliability for hardware systems. The Contractor shall submit findings to the Government to also include any assumptions made or rationale used in arriving at conclusions. The Contractor shall review production engineering changes, waivers, deviations, and/or alterations for their impact on performance, reliability, maintainability, availability, quality, safety, and life cycle cost. Studies, analysis, evaluations, and assessments

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shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

33.10 Metrology Support Engineering

The Contractor shall provide metrology support services. This effort will consist of analysis of EOTD Test, Measurement and Diagnostic Equipment (TMDE) to provide Calibration Measurement Requirements Systems (CMRS) IAW MIL-STD-1839D (CDRL A006, DI-QCIC-80278C). The Contractor shall coordinate with EOTD personnel to identify and propose NIST Traceable standards to meet CMRS categories two, three and four requirements. The Contractor shall provide calibration procedures IAW OPNAV 3960.16A. Where possible, equipment identified within the CMRS and the calibration procedures shall be compliant with NAVSEA OD45845.

33.11 Environmental Impact Statements

For systems, subsystems, equipment, components and facilities specified by TI, the Contractor shall prepare or review environmental impact statements and assessments. The Contractor shall provide written reports on findings with assumptions made and recommendations. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government

3.4 Modeling, Simulation, Stimulation and Analysis Support

The Contractor shall perform engineering analyses and studies for equipment development and in service support activities. The Contractor shall test and evaluate systems, computer programs, equipment, modules, and components. These tasks will include consulting, preparing inputs for test plans, reviewing test plans and procedures, conducting or monitoring equipment testing, analyzing test results, determining valid recommendations and conclusions based on test data, and the preparation of formal reports. The Contractor shall submit evaluations along with the rationale for these evaluations and reports to the Government. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government. Such analyses shall include:

- a) Electro-Optic and Infrared sensor performance modeling utilizing various atmospheres and target sets.
- b) Laser system modeling including propagation through various atmospheres and target reflections.
- c) Equipment finite element modeling and analysis for vibration, shock, and thermal impacts on

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design at the cabinet and module level.

- d) Electronic modeling and simulation. Reports including assumptions made and rationale used shall be provided to the Government.

3.5 Prototyping, Pre-Production, Model-Making, and Fabrication Support

The Contractor shall develop, design, and produce prototypes; initiate and complete original designs including modifications; identify and/or complete design validation testing; prepare technical data including product assurance and system safety requirements to establish configuration product baselines; prepare maintenance support documentation; prepare and review engineering change proposals, waivers, and deviations for impact on design, performance, safety, and producibility. The Contractor shall design test equipment, tools, jigs, fixtures, and computer programs to support conformance testing, production acceptance, life cycle quality evaluation, and maintenance of systems, equipment, and components. The Contractor shall design systems interfaces, to include software and executable test scenarios, to verify automated test equipment protocols and design of test equipment. The Contractor shall ensure that sufficient data has been generated for equipment and software reproducibility (CDRL A005, DI-SESS-80776) in accordance with specifications delineated in the TI. All prototyping will become the property of the US Government and will be delivered free of any proprietary marking. Prototype quantities will be limited to what is required to proof the design. Low-Rate Initial Production and Production quantities will not be delivered under this task order. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

3.5.1 Design Review

The Contractor shall review electronic equipment, electronic components, and computer program design and design changes provided as GFI to establish compliance with contract and mission requirements. This includes analyses to identify potential impacts on performance, reliability, maintainability, user interface, logistics, schedule, and cost. The Contractor shall participate with the Government in design review meetings. The Contractor shall provide a written evaluation of design or design changes along with the rationale for evaluations after completing the analysis (CDRL A003, DI-MISC-80508B).

3.5.1.1 Electronic Design and Design Verification

The Contractor shall provide the labor and materials to design and verify design of electronic assemblies (modules, printed circuit boards, back planes, and wiring cables), subassemblies, and equipment. The contractor shall also develop, test, or modify Test Program Sets (TPSs). The Contractor shall document the efforts and provide the Government with a complete technical data package (CDRL A005, DI-SESS-80776) free of proprietary marking covering this work.

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35.12 Module Design and Design Verification

The Contractor shall design modules to the requirements of MIL-STD-1389D or commercially acceptable practices, as specified by TI. The Contractor shall deliver design verification modules and design disclosure data (CDRL A005, DI-SESS-80776) to meet the requirements of the specifications and standards cited in paragraph 2.1 or as specified by TI. The minimum deliverable set of data shall include assembly drawings, parts lists, Computer-Aided Design (CAD) files, and test procedures. Test procedures shall meet the requirements as traceable to MIL-STD-1389.

35.13 Printed Circuit Board Design and Design Verification

The Contractor shall design and provide design verification multi-layer printed circuit boards according to

the requirements of MIL-PRF-55110H, Amd 1 (Printed Wiring Board, Rigid Specification for) or commercially acceptable practices, as specified in the TI. The Government shall furnish the Contractor with a schematic, parts list, a board profile sketch, and any special instructions with respect to board format and routing. The Contractor shall deliver a complete design disclosure data package (CDRL A005, DI-SESS-80776) to meet the requirements of the specs and standards listed in paragraph 2.1 or as specified in the TI. This package shall include a printed circuit board assembly drawing, artwork on stable base media, parts list, net lists on magnetic media describing point-to-point connections, and computer aided design files. The Contractor shall utilize specific design and specifications as specified by TI. Data shall include an assembly drawing and a to-from list on magnetic media.

35.14 Cable Design and Design Verification

The Contractor shall design and provide design verification cable assemblies in accordance with specifications set forth in the TI. The Government will provide the Contractor with design information specified in the TI and the Contractor shall design cable assemblies to include layout, routing diagrams, mechanical hardware (e.g., connectors, lacing), and determination of material requirements. The Contractor shall provide the Government with design disclosure data (CDRL A005, DI-SESS-80776) as defined and required by TI.

3.6 System Design Documentation and Technical Data Support

The Contractor shall assist in the design of engineering technical data packages provided as GFI for technical accuracy, prepare subsequent changes for inclusion to the data package, provide senior level consulting to make recommendations for changes with supporting rationale and, upon approval by the Government, incorporate these changes into the technical data package, and evaluate these changes for their immediate or potential impact upon the data package.

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Delivered data packages shall meet the specified requirements of the associated TI. The technical data packages (CDRL A005, DI-SESS-80776) will include, but not be limited to drawings, specifications, Technical Repair Standards (TRSs), Installation Operation and Checkout procedures (IOCs), and Engineering Change Proposals (ECPs). Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government

3.6.1 Data Gathering

The Contractor shall, as part of program support, set-up (as required) and assists in maintaining databases. The contractor shall utilize (as required) the existing databases to capture data, provide forecasts, provide costs summaries, trends and provide periodic data and reports on maintenance and acceptance testing activity.

Databases include, but are not limited to, the following:

- a. Management and Operations databases (SWMS)
- b. Activity and action item tracking/coordination
- c. Inventory lists
- d. Action item lists
- e. Asset tracking databases
- f. Spare parts request databases

3.7 Software Engineering, Development, Programming and Network Support

The Contractor shall perform software engineering support tasks for efforts supporting the Electro-Optic Technology Division as identified in the TI. For software products associated with new development, reengineering, reuse, or other modifications deemed significant by the Government, the contractor shall develop and provide to the Government a software development plan (CDRL A014, DI-IPSC-81427B). Software end items consisting of both source and executable code as identified in the TI shall be delivered to the Government (CDRL A015, DI-AVCS-80700A).

3.7.1 Software / Hardware Engineering Support

The contractor shall provide intermediate level Operational Test Program Set support including but not limited to engineering support, analysis, troubleshooting and recommendations, and assisting with Operational Test Program Set implementation, testing, evaluation and planning.

3.8 Reliability, Maintainability and Availability (RM&A) Support

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3.8.1 Reliability

The contractor shall perform reliability predictions and provide to the Government (CDRL A007, DI-SESS-81497A). The Government will provide the Contractor design, configuration, and mission data and access to Government personnel to enable the Contractor to adequately perform these predictions. The Contractor shall evaluate and annotate reliability predictions prepared by development contractors and submit them with any supporting information to the Government. For fielded equipment, the Contractor shall collect, categorize, and summarize field data to verify previous reliability predictions and identify trends and design changes to improve reliability.

3.8.2 Failure Mode, Effects, and Criticality Analysis

The Contractor shall perform an independent Failure Mode, Effects, and Criticality Analysis (FMECA) on equipment design in accordance with approved NAVSEA guidelines and International Standard IEC 60812:2006 (Analysis Techniques for System Reliability – Procedure for Failure Mode and Effects Analysis). The Contractor shall deliver to the Government completed Failure Mode, Effects, and Criticality Analysis Maintainability Information Worksheets (CDRL A008, DI-SESS-81495A). The Government will provide a complete description of the subject design and its performance requirements and access to the Government design staff.

3.8.3 Failure and Field performance Analysis

The Contractor shall investigate reported failures, failures of systems, subsystems, and components to isolate the causative defect and recommend to the Government possible corrective actions. Failure analysis may require disassembly either shipboard or in a laboratory setting. The Contractor shall conduct field performance analysis, of system, subsystem, and component performance through an assessment of data generated during fleet maintenance, testing, or training exercises. The analysis to be performed by the Contractor may include system performance data, maintenance data, mishap reports, and false rejection data. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

3.8.4 Maintainability

The Contractor shall perform maintainability analyses and prepare maintainability planning documentation utilizing guidance obtained from MIL-HDBK-470A Notice 2 (Designing and Developing Maintainable Products and Systems) on equipment or systems. The Contractor shall perform maintainability analyses and prepare associated documentation. Tasks shall be performed for all levels of maintenance. The Contractor shall develop maintenance concepts and criteria and provide to the Government all justification for any assumptions used. These tasks may include the following areas:

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- a) Generation of maintainability program plans, concepts tasks and criteria.
- b) Perform design reviews and test evaluations to minimize maintenance support.
- c) Evaluate technical documentation such as repair standards, drawings, specifications, test procedures, Maintenance Requirements Cards (MRCs), ECP's, other provided maintenance schedules, and item bill of material.
- d) Assist in the development or review of provisioning of parts, establishing part replacement factors and Source Maintenance and Recoverability (SM&R) coding.
- e) Prepare/review installation design and physical layout for reliability, ease of maintenance and ergonomic factors; develop or review installation standards and practices
- f) Develop or review the technical content of personnel training criteria. Formulation and provision of maintainability predictions and analysis including Mean Time Between Failure (MTBF), replaceable item failure rates, and operational availability, utilizing NAVSEAINST 4000.6A as guidance.
- g) Maintainability analyses to include maintenance concepts, preventive maintenance studies, personnel and facility constraints identification, and evaluations of equipment troubleshooting techniques and procedures.
- h) Perform maintainability design criteria studies.
- i) Perform or assist with maintainability demonstration testing.
- j) Prepare or review computer programs and systems to support system or component maintenance.
- k) The Contractor shall also participate with the Government in maintainability program reviews on equipment or systems, record and report any discrepancies/problems, and formulate recommendations to resolve these discrepancies/problems and submit these recommendations with supporting rationale to the Government.

385 Failure and Field Performance Analysis

The Contractor shall investigate failures of systems, subsystems, equipment and components to isolate the causative defect and recommend to the Government possible corrective actions. The Contractor shall perform an analysis of system, subsystem, equipment and component performance through an assessment of data generated during fleet maintenance, testing, or training exercised. Analyses may also be required for failures/performance at NSWC Crane Division and the shore stations. The analyses to be performed by the Contractor shall be IAW requirements stated in the TI and involves system performance data, maintenance data, mishap reports, and false rejection data. The Contractor shall perform technical feedback reports CDRLs. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government

386 Maintenance Planning

Using GFI and per guidance of MIL-HDBK-502A (Department of Defense Handbook: Product Support Analysis), the Contractor shall perform engineering analyses or technical assessments of

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maintenance concepts and plans. The Contractor shall prepare and submit a report on this analysis with respect to mission requirements, and shall provide recommendations as to any modifications and shall provide supporting information and rationale. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government

3.87 Repair Analysis

The Contractor shall perform technical assessments of the repair analysis for systems, subsystems, equipment and components listed in the individual TI to ensure their conformance with the guidance of MIL-HDBK-502A (Department of Defense Handbook: Product Support Analysis), and shall specify the method or model used for the repair analysis. Proper selection of sensitivity parameters/ranges, accuracy and validity of data inputs and relevance of conclusions based on review of output decisions shall be assessed. Inconsistencies and errors shall be documented with recommendations of the level of repair and all supporting information and findings accompanying the report. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government

3.88 Maintenance Data Analysis

For systems, subsystems, equipment and components specified by the TI, the Contractor shall collect the Navy's maintenance data with respect to reliability and maintainability. The maintenance data will be provided as GFI. The Contractor shall provide, as specified by the Government, the results of this analysis and shall include Mean Time Between Failures (MTBF), validation plan for MTBF calculations, replaceable item failure rates, and Operational Availability (OA) IAW the TI. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

3.89 Maintenance Plan Technical Assessment

The Contractor shall conduct engineering and technical assessments of maintenance plans for systems, subsystems, equipment and components IAW the concepts and procedures required by the TI. Analyses require complete operational scenarios and consider factors related to mission definition factors, life cycle, utilization requirements, and effectiveness factors for operational maintenance and support data and environmental considerations IAW the TI. Studies, analysis,

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evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

3.9 Human Factors Performance and Usability Engineering Support

3.9.1 Human Engineering

As required by the TI, the Contractor shall evaluate and annotate Government Furnished human engineering program plans, analysis reports, test plans/procedures, and other human engineering related documentation. The Contractor shall check engineering drawings for design compliance with MIL-STD-1472G (Human Engineering), report discrepancies, and submit recommendations with supporting evidence for resolution. The Contractor shall attend human engineering reviews and demonstrations, testing, and mockup/model reviews: record discrepancies; and formulate recommendations for resolution. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

3.10 System Safety Engineering Support

3.10.1 Safety Engineering

The Contractor shall prepare system safety program plans, safety site surveys/plans, tracking procedures, hazard lists, hazard analyses, safety evaluation and testing plans/procedures, reports, safety related Engineering Change Proposals (ECPs), and other safety and hazard engineering documents, utilizing OPNAVINST 5100.23G, Change 1 (Navy Safety and Occupational Health (SOH) Program), as applicable. As specified by the TI, the Contractor shall evaluate and annotate Government furnished system safety program plans, tracking procedures, hazard lists, safety evaluation and testing plans/procedures, reports, safety-related ECP, and other safety and hazard engineering documents as per OPNAVINST 5102.1D, Change 2 (Navy and Marine Corps Mishap and Safety Investigation, Reporting, and Record Keeping). Evaluation shall be for compliance with MIL-STD-882E (System Safety) and other specified requirements. The Contractor shall recommend changes to documents to more precisely define safety objectives and facilitate their translation into functional hardware and software. The Contractor shall attend System Safety Program Reviews and monitor Hazard Tracking and Risk Resolution efforts. The Contractor shall also perform safety analyses on systems, subsystems, equipment and components and provide the Government with reports concerning their safety hazards, potential safety hazards, and possible solutions. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

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3.11 Quality Assurance (QA) Support

The Contractor shall perform quality assurance analyses and prepare quality assurance planning documentation on systems, subsystems, equipment, and components and provide reports with recommendations and supporting data to the Government. These tasks require the assimilation of quality assurance data, preparation of quality assurance plans, evaluation of quality assurance data supplied by the Government, and other related tasks in accordance. The Contractor shall also attend quality assurance program reviews on specified systems, subsystems, equipment, and components; record and report any discrepancies/problems, and formulate recommendations, along with their respective justifications, to resolve these discrepancies/problems. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

3.11.1 ISO Certification

The Contractor shall maintain ISO 9001:2015 Certification, or industry equivalent for the design, development, integration, installation and support.

3.12 Information System (IS) Development, Information Assurance (IA) and Information Technology (IT) Support

The Contractor shall provide data management related support. The contractor shall provide support for information technology and services including programming support, web publishing, interactive software, systems administration, and other tasks, outside the cognizance of NMCI and specific to military systems included in the scope of this TO. The Contractor shall provide analyses and recommendations concerning Information Assurance of products supported by the EOTD. Military systems may utilize specific software or general use software such as Windows Operating Systems, data acquisition / data manipulation packages, and other operator-visual interface software packages. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

3.13 Interoperability, Test and Evaluation, Trials Support

The Contractor shall provide system analysis, formal/informal testing, and analysis/application development, senior level consulting for the aforementioned systems and programs. This includes electro-optical and infrared sensors, explosive detection systems, acoustic hailing systems, and all other associated equipment, systems, and technologies only as included in the scope of the TO. Studies, analysis, evaluations, and assessments shall be provided to the

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Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

3.13.1 Test & Evaluation

The Contractor shall conduct Test and Evaluation (T&E) and Validation and Verification (V&V) activities for specified systems as per NAVSEAINST 3960.2D (Test and Evaluation) and DOD-D-5000.3-M-4 (Joint Test and Evaluation Procedures Manual). Tasking includes testing and evaluating systems, subsystems, software, equipment and components as specified by the TI both locally and at other test sites and locations. As specified by the TI, the Contractor may be required to provide test sites and equipment along with testing services including ranges and equipment for testing a variety of systems, subsystems, equipment and components to include ordnance. Tasks required are: routine repair, painting, retrofit, systems integration, calibration and testing; in-line repair and testing; operation of test equipment; coordinate test schedules; preparing inputs for test plans; reviewing test plans and procedures; conducting or monitoring system, subsystem, equipment or component testing; adjusting units under test; analyzing test results; determining valid recommendations and conclusions based on test data; and preparing formal reports. Any equipment repair required keeping the test and evaluation process operating is part of this tasking as defined by individual TIs. As specified by the TI, the Contractor shall submit evaluations along with the rationale for these evaluations to the Government.

3.13.2 GFI Test Plans and Procedures

The Contractor shall evaluate and annotate test plans originated by other agencies/Contractors provided as GFI. Evaluation of plans and procedures shall be for compliance with specified requirements, for adequacy to demonstrate or control system, subsystem, equipment and component quality and performance, and for ease of implementation, IAW detailed requirements specified by the TI. The Contractor shall submit an evaluation report on the adequacy of such plans and provide rationale and assumptions made. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government. The Contractor shall also develop detailed test procedures implementing test plan requirements in areas that require environmental and biological hazard analysis, radiographic procedures, chemical procedures, electronic and electrical procedures, mechanical and hydraulic procedures, and thermal procedures. (CDRL A009, DI-NDTI-80566A)

3.13.3 Provision of Test Plans and Procedures

The Contractor shall develop Test and Evaluation plans, procedures and documents for EOTD systems and sub-systems and requirements. The Contractor shall also develop detailed test procedures implementing test plan requirements in areas that require environmental and

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biological hazard analysis, radiographic procedures, chemical procedures, electronic and electrical procedures, mechanical and hydraulic procedures, and thermal procedures (CDRL A009, DI-NDTI-80566A).

3.134 Test Data Collection/Review/Analysis.

The Contractor shall collect, review and analyze system, subsystem, equipment or component test data and perform pre-test methodology analyses in the following categories:

- a) Development tests and evaluations (experimental, engineering, and demonstrations)
- b) Operational tests and evaluations (TECHVAL and OPEVAL)
- c) Production acceptance tests and evaluations (qualification, production acceptance, and factory and Government acceptance)
- d) Other testing

The Contractor shall formulate recommendations, with justification, to correct any system, subsystem, equipment and component performance, quality, maintenance, or mission impacting problems. The Contractor shall recommend improvements to design, configuration, materials, construction, or other criteria as indicated by the TI resulting from the test data reviews and deliver those recommendations along with justification for those recommendations to the Government (CDRL A003, DI-MISC-80508B).

3.135 Test Monitoring

The Contractor shall attend tests performed at test sites both Government and private to review the appropriate test results. Monitoring may require use of high-speed cameras, infrared radiation measuring devices and other highly sophisticated tracking and measuring equipment provided as Government Furnished Equipment (GFE). Particular attention shall be paid to ensure that test procedures are approved and followed, and that discrepancies occurring during tests are documented and corrected IAW approved test plans and resolved IAW specified requirements. The Contractor shall make recommendations only; acceptance and signing of acceptance documents are limited to the Government (CDRL A003, DI-MISC-80508B).

3.136 Test Report Preparation

The Contractor shall review, reduce, analyze and interpret raw data produced during test series. The Contractor shall develop and provide both interim and final reports of laboratory/test site investigations. The Contractor shall be required to integrate text and graphics into the final version. The Contractor shall verify classification markings, format accuracy and provide document control. Specific sections of these reports shall be used as attachments to the final report submitted by the Government. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

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3.14 T&E EOTD Depot Support

The Contractor shall perform the following activities as specified in the TI to support EOTD T&E Depot- Repair activities including:

- a) Investigate and analyze systems and component failures and perform corrective actions and calibration on assigned assets.
- b) Investigations, analyses, repair actions and calibration/grooming shall be performed on system and subsystem equipment as specified in the TI and associated systems.
- c) Failure trends and causative factors shall be recorded and maintained in Depot documentation.
- d) The Contractor shall perform corrective and repair actions of systems and subsystems for equipment as specified in the TI.
- e) The Contractor shall perform acceptance testing to complete repair of standalone systems and hand held units as authorized by the Government.
- f) The Contractor shall work with EOTD personnel to accomplish the required tasking in the most efficient and effective manner in order to reduce the maintenance turnaround time and redeploy assets.
- g) The Contractor shall investigate hardware and software deficiencies on systems, equipment and components and make recommendations to correct the problems.
- h) The Contractor shall perform tests to verify the causative factors and verify the recommendations to correct. These corrections shall be recorded and maintained in Depot documentation and this data shall be submitted to the EOTD POC and approval must be granted prior to implementing corrective actions.
- i) Maintain records in the (Unique Item Identification) UID registry. The Contractor shall provide required updates to the UID Registry for repairs as specified in the TI.
- j) The Contractor shall maintain records of transactions.
- k) The Contractor shall Track and maintain inventory for repair parts and lab supplies including Hazardous Materials (HAZMAT) requirements.
- l) Perform Design of Experiments (DOE) on equipment as specified within the TI. DOE's may be focused on test equipment performance or reduction of repair costs.
- m) The Contractor shall provide technical assistance including but not limited to software-related technical assistance, software and firmware upgrades to functional checkout station and validation, troubleshooting, and operational assistance on interfaces with test equipment.
- n) The Contractor shall provide engineering and technical support for the test, repair, evaluation, and engineering related tasks for procurement, production and maintenance of EOTD systems. Support also includes evaluation of engineering changes for both software and hardware modifications, performing feasibility studies, and investigating and resolving issues in the areas of technology application and insertion, and item performance and reliability.

Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

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3.14.1 EOTD Depot Painting

The Contractor shall provide painting services for EOTD systems and sub-components as specified in the TI. The Contractor shall ensure systems and sub-components are returned to EOTD operations within 21 calendar days. Primers, epoxies, and coating shall be as specified in the TI.

3.14.2 EOTD Depot Disposal & Reclamation Support

The Contractor shall provide technical support for the disposal of systems, subsystems, equipment and components used in support of the EOTD family of systems as specified in the TI. The contractor shall provide technical support to disassemble EOTD systems and provide reclamation of subsystems and components.

3.15 In-Service Engineering, Fleet Introduction, Installation and Checkout Support

3.15.1 Installation Support

The Contractor shall perform site inspections and pre-installation checks in accordance with drawings and specifications in preparation for installation of new equipment. The Contractor shall annotate aircraft class drawings accordingly; however, these annotations will not constitute a change to the drawing content. The Contractor shall develop or evaluate the installation drawings and procedures as specified by TI. The tests are to assure operational integrity of the installed equipment. The Contractor shall perform the installation of new equipment in accordance with the applicable drawings and procedures. The Contractor shall conduct associated operational verification tests to assure operational integrity of the installed equipment. The Contractor shall review equipment installation requirements and documentation and provide recommendations with justifications to the Government. The Contractor shall receive, inventory and verify GFM such as spares, support equipment, technical data, fleet introductory material and modification kits aircraft outfitting at GFF. The Contractor shall provide Government Furnished Property (GFP) Report (CDRL A010, DI-MGMT-80441C) to be submitted upon initial receipt and monthly thereafter. Government format is mandated; contractor format is not authorized (See Attachment 05).

3.15.2 Field Engineering

The Contractor shall perform field-engineering tasks related to maintaining, installing, and enhancing deployed equipment in accordance with the equipment's operational specifications or improved specifications provided as Government Furnished Information (GFI).

3.15.3 Field Data Analysis

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The Contractor shall perform and/or observe portions of field and flight tests at test locations and perform field data analysis on systems, subsystems, equipment software, and components both at NSWC Crane Division and other locations worldwide. The Contractor shall identify existing Government sources of information, collect available maintenance and/or test data with Government assistance, analyze this data, identify trends or problems affecting mission requirements, and submit recommendations with associated rationale for changes to design or maintenance requirements to improve availability and performance. The Contractor shall use maintenance reporting systems that are currently operational within the Government at the date of the TI. If such systems do not contain adequate capability for required reporting, the Contractor shall recommend changes or improvements to these systems for Government consideration. Studies, analysis, evaluations, and assessments shall be provided to the Government (CDRL A003, DI-MISC-80508B). As appropriate and agreed upon with both the Contractor and the Government, Progress Reports (CDRL A004, DI-ADMN-81313A) shall be provided to the Government.

3.16 Program Support

3.16.1 Management Process

The Contractor shall provide plans for Program Management and Operational Management of all assigned tasks. The Contractor shall provide program management support for engineering services and acquisition engineering for electronic systems, subsystems, equipment and components. This support shall include assisting with tasks in planning, organizing, technical analysis and recommendations, and reporting (CDRL A003, DI-MISC-80508B). These tasks may involve:

- a) Tentative Operational Requirements Papers
- b) Operational Requirements Papers
- c) Development Options Papers
- d) Work Unit Summaries
- e) Work Assignment Summaries
- f) System Concept Papers
- g) Decision Coordinating Papers
- h) Integrated Program Summaries
- i) Critical Path Networks
- j) Mission Needs Statements
- k) Requirements Definitions
- l) Systems Integration Concepts
- m) Interoperability/Resolution Issues
- n) Operational Capabilities-Based Documents
- o) Research, analysis and reporting of program obligation rates
- p) Preparation of analytic white papers on program issues
- q) Preparation of graphical materials to aid understanding of program issues
- r) Maintenance of historical files of program documentation
- s) Preparation of Charters

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- t) Earned Value Management Reports

3.162 Program Documentation and Schedules

The Contractor shall prepare documents for use by the Government to include program information papers and briefings for upper management. Upon request, briefing material shall be provided to the Government (CDRL A011, DI-ADMIN-81373) The Contractor shall prepare analyses of program schedules to include design, integration and testing and milestones (CDRL A003, DI-MISC-80508B). The Contractor shall maintain program information files including program plans, schedules and progress/evaluation reports. Files shall be maintained as readily accessible through electronic media.

3.163 Plan of Action and Milestones (POA&M)

The Contractor shall develop the POA&M which shall include: Project Schedule, identification of all proposed tasks, key milestones, critical path items, task relationships, assigned resources, resource usage, Government Furnished Resource (GFR) requirements, sub-contract activities, deliverables and anticipated travel (CDRL A012, DI-MGMT-80507C).

3.164 Meeting Representation

The Contractor shall provide qualified personnel to attend design reviews, technical problem meetings, user conferences, program status reviews and technical interchange meetings. The contractor may attend meetings in the capacity of an advisor, presenter, expert, or listener. However the Contractor shall never function for the Government in voting or other decision-making capacity. The individuals shall present briefings (CDRL A011, DI-ADMIN-81373) and record and distribute minutes (CDRL A013, DI-ADMN-81250B), as well as complete assigned action items or short term specific assignments resulting from these meetings.

3.17 Facility Requirements

THRESHOLD: Tasking at the contractor site to be performed at time of award requires drafting workspace and standard office space. Tasking for corrective and repair actions of systems and subsystems for equipment's associated with the JBPDS / JPS / IPDS programs requires approximately 2000 square feet of electronic lab space. In addition, the nature of the work at times calls for the fulfillment of surge requirements. The Contractor shall have capability to access 800 square feet of electronic lab space to fulfill surge capability. Contractor site shall be within a 50 mile radius of NSWC Crane as indicated for the labor categories listed in the LOE as Contractor Site within 50 mile radius.

OBJECTIVE: Due to Government space limitations the Government may be required to reduce

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the number of contractor personnel performing at the Government site. The Government may also have future requirements for Government personnel to co-locate with contractor personnel supporting programs at the Contractor site. The required additional contractor site space would include office space and/or manufacturing/lab type facility requirements which may include NMCI, RDT&E network and SIPR capability. If the requirement for additional contractor site performance becomes necessary the Government will negotiate a bi-lateral modification that will account for any cost impacts, security clearance changes as well as any other changes necessary to perform the tasking at a Contractor site.

3.18 Additional ODCs

Additional ODCs may be authorized and cost may be added to the ODC CLINs at time of award based on the Contractor's proposal. Examples of additional ODCs are hazard pay/insurance for OCONUS In-Theater performance, vehicle leases (if required for transportation of personnel to and from Government/Contractor site), direct facility charges, etc. in accordance with the Contractors cost accounting standards. Allowed ODCs will be delineated in the resulting Task Order.

4.0 GOVERNMENT FURNISHED PROPERTY

The Contractor shall provide Government Furnished Property (GFP) Report (CDRL A010, DI-MGMT-80441C) to be submitted upon initial receipt and monthly thereafter. Government format is mandated, contractor format is not authorized.

4.1 Government Furnished Information (GFI)

The Government will provide all applicable technical documentation and information to the contractor as GFI. This includes technical manuals, training materials and information, drawings, specifications, procedures, processes, and quality system documents required for the performance of engineering, logistics, and technical support. Additional GFI will be provided as required or at the request of the contractor.

4.2 Government Furnished Material (GFM)

The GFM will be provided when the contractor has a requirement for special or specific Government material per specific tasking. GFM will be identified in each specific TI.

4.3 Government Furnished Equipment (GFE)

The GFE will be provided when the Contractor has a requirement for special or specific

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Government equipment per specific tasking and as instructed by the TI. The Government will provide all equipment and computing resources including NMCI hardware, software programs, and access to required files and databases only for work performed on NSWC Crane. Contractors will be required to perform work on site at NSWC Crane due to accessibility of files and other information required for the accomplishment of the tasks set forth in this SOW. This is the only GFE identified at this time. No other GFE has been identified. Computer equipment will be supplied at NSWC Crane only.

4.4 Government Furnished Facilities (GFF)

Contractor personnel at NSWC Crane shall be authorized access to NMCI-owned/Government-owned equipment, which shall be utilized during the performance of tasks stated in this TO. This shall include a personal computer with access to a printer with appropriate software (i.e., Microsoft Office), desk and use of telephone with long distance/voice mail capability for official Government business (as required). Contractor personnel at NSWC Crane may be required to periodically relocate as office areas are moved to conform to re-organizations within the NSWC Crane Division or continuous improvement process changes to improve efficiency.

4.5 Return of Government Furnished Items

All GFI, GFE, and GFM provided to or acquired by the contractor shall be returned to the responsible Requiring Technical Activity (RTA) upon completion of assigned tasking.

5.0 DATA DELIVERABLES

All data deliverables shall be made as specified and in Contractor format unless otherwise directed. All deliverables shall be submitted as listed on the distribution of each Contract Data Requirements List (CDRL) DD 1423-1.

CDRL: A001

DID Number: DI-FNCL-80331A

DID Title: Funds and Man-Hour Expenditure Report

Applicable SOW Para.: 3.0

CDRL: A002

DID Number: DI-MGMT-81991

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DID Title: Contract Status Report

Applicable SOW Para.:3.0

CDRL: A003

DID Number: DI-MISC-80508B

DID Title: Technical Report - Study/Services

Applicable SOW Para.: 3.2.1, 3.2.2, 3.2.6, 3.3.1, 3.3.5.1, 3.3.6.4, 3.3.8, 3.3.9, 3.3.11, 3.4, 3.5, 3.5.1, 3.6, 3.8.3, 3.8.5-3.8.9, 3.9.1, 3.10.1, 3.11-3.13, 3.13.2, 3.13.4-3.13.6, 3.14, 3.16.1, 3.16.2

CDRL: A004

DID Number: DI-ADMN-81313A

DID Title: Progress Report (Studies)

Applicable SOW Para.: 3.2.1, 3.3.1, 3.3.3-3.3.5.1, 3.3.6.4,3.3.9, 3.3.11, 3.4-3.6,3.8.3,3.8.5-3.8.9, 3.9.1, 3.10.1,3.11, 3.12, 3.13, 3.13.2, 3.13.6, 3.14, 3.15.3

CDRL: A005

DID Number: DI-SESS-80776

DID Title: Technical Data Package

Applicable SOW Para.: 3.3.4, 3.3.6, 3.3.6.3, 3.5, 3.5.1.1-3.5.1.4, 3.6

CDRL: A006

DID Number: DI-QCIC-80278C

DID Title: Calibration and Measurements Requirements Summary (CMRS)

Applicable SOW Para.: 3.3.10

CDRL: A007

DID Number: DI-SESS-81497A

DID Title: Reliability and Maintainability Predictions Report

Applicable SOW Para.: 3.8.1

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CDRL: A008

DID Number: DI-SESS-81495A

DID Title: Failure Modes, Effects, and Criticality Analysis Report

Applicable SOW Para.: 3.8.2

CDRL: A009

DID Number: DI-NDTI-80566A

DID Title: Test Plan

Applicable SOW Para.: 3.13.2, 3.13.3

CDRL: A010

DID Number: DI-MGMT-80441C

DID Title: Government Property Inventory Report

Applicable SOW Para.: 3.15.1, 4.0

CDRL: A011

DID Number: DI-ADMN-81373

DID Title: Presentation Material

Applicable SOW Para.: 3.16.2, 3.16.4

CDRL: A012

DID Number: DI-MGMT-80507C

DID Title: Project Planning Chart

Applicable SOW Para.: 3.16.3

CDRL: A013

DID Number: DI-ADMN-81250B

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DID Title: Conference Minutes

Applicable SOW Para.: 3.16.4

CDRL: A014

DID Number: DI-IPSC-81427B

DID Title: Software Development Plan (SDP)

Applicable SOW Para.: 3.7

CDRL: A015

DID Number: DI-AVCS-80700A

DID Title: Computer Software Development End Items

Applicable SOW Para.: 3.7

6.0 SPECIAL CONDITIONS

6.1 Security

The Contractor shall comply with Security procedures and instructions as specified by the local Government Security Department. Contractor is required to have access to COMSEC information, SIPRNET, and CUI for the performance of this contract. Performance on this TO will require contractor employees to have access to classified information up to and including SECRET. For compliance with SOW paragraphs 3.0 and 3.17 above, the contractor is also required to maintain a Facility Security Clearance Level of SECRET. NATO access is NOT needed but NATO brief is needed because of SPIRNET access.

The Contractor shall appoint a Security Officer who shall:

- a) be responsible for all security aspects of the work performed under this TO
- b) assure compliance with all DOD and Service regulations regarding security
- c) assure compliance with any written instructions from the Security Officers of each Government facility

In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued via modification to the TO. The Contractor may be required to have access to live data during the performance of this TO. Any records and data or information the Contractor may have access to may be highly sensitive and confidential. The Contractor must not divulge any information about files, data processing activities or functions, user ids or

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passwords or any other knowledge that may be gained to anyone not authorized to have access to such information. It is the Contractor's responsibility to ensure that all required employees have proper authority. All classified material shall be processed and protected in accordance with the provisions of this SOW and all required instructions and directives in effect concerning the processing of classified material. U.S. Citizenship is required for all positions. Contractor personnel in contact with classified documentation and/or equipment shall have the proper level of clearance on file with the local Government Security office. A Department of Defense Form 254 shall be filed with the contract identifying the contractor's facility and safeguarding level of clearance requirements.

6.2 Travel

6.2.1 Travel Requirements

The Contractor may be required to travel throughout the continental United States (CONUS) and to locations Outside of CONUS (OCONUS). Trip duration will be identified in a TI which will include the required transit time. Estimated places of travel are found in the attached LOE/Travel attachment (Attachment 01).

Contractor may be required to attend local meetings in support of this effort. This type of travel is considered 'local travel' and per diem and lodging will not be authorized or reimbursed. For the purposes of this effort, local travel is defined as within 50 miles of the NSWCCD. Mileage will be reimbursed as appropriate, as it relates to the distance of the travel site from the normal place of business/support (> 50 miles). Mileage between Contractor and Government facility is not authorized for reimbursement.

6.2.2 Travel Authorization

Any travel undertaken by the Contractor for performance of TO must have prior authorization by the COR as stated in each TI.

6.2.3 Need-to-Know Certification

When required to obtain access to a Government facility, ship, aircraft, or other duty station, the Contractor shall initiate requests for need-to-know certification and submit these requests to/through the COR for appropriate action.

6.3 Contracting Officer's Representative (COR)

The COR is the point of contact for non-substantiated communications of a technical nature.

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Only the Contracting Officer has the authority to change the requirements of this order(s). The COR is identified in Section G of the TO.

6.4 Requiring Technical Activity (RTA)

The RTA contacts are Functional Managers, Task Managers, and project leads which will be identified in individual TI's. RTAs do not have the authority to direct Contractor personnel or change the requirements of this order(s) or change the requirements of any TI(s). RTA's shall be copied on each CDRL deliverable identified in the TI.

6.5 Funding

This task order will be funded incrementally as required. Each project will be identified by a separate TI and/or CLIN/SLIN. Contractor shall segregate costs at the priced SLIN level and report costs at the priced SLIN level.

6.6 Safety and Health

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The Government will provide Standard Operating Procedures (SOP) when applicable. The contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

Any contractor employee exhibiting unsafe behavior may be removed from the NSWC Crane site. 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.

6.7 Hazardous Materials

The contractor will provide a responsible party for the handling of the hazardous materials and the respective Material Safety Data Sheet (MSDS). This responsibility includes proper training in the handling and disposal of the hazardous materials.

6.8 Control of Contractor Personnel

Contractor personnel shall physically access government facilities and installations for purposes

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of site visitation, meeting attendance, supervisory and work performance within government spaces (either temporary or permanent). Individuals supporting these efforts shall comply with the latest security regulations applicable to the government facility/installation.

- a) Depending on the facility/installation regulations, contractor personnel shall present a proper form of identification(s) and vehicle proof of insurance or vehicle rental agreement.
- b) All contractor persons engaged in work while on government property shall be subject to inspection of their vehicles at any time by the government, and shall report any known or suspected security violations to the local host Security Department.
- c) All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the NSWC Crane Division Security Department.
- d) Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct.
- e) All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J (Standards of Conduct and Government Ethics).
- f) Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, social security numbers, job titles, and official birth certificates. This list shall be updated within forty-eight hours after changes occur.

6.9 Identification Badges

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on NSWC Crane Division property. The Contractor shall furnish all requested information to the COR required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the Crane Division Security Department within forty-eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge, and upon request by the Contracting Officer.

6.10 Accident Reporting

The Contractor shall maintain an accurate record of and shall report all accidents to the COR immediately after incident occurs.

6.11 Smoking Regulations

Smoking on NSWC Crane Division, Crane, IN premises shall be in approved areas only in

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accordance with NSACRANEINST 5100.13A (NSA Crane Smoking and Tobacco Use). Smoking in vehicles is prohibited.

6.12 Privacy Act

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

6.13 Damage Reporting

The Contractor shall maintain an accurate record of and shall immediately report to the COR all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1.

6.14 Non-Personal Services

The Government will not direct hiring, review resumes (Key Personnel requirements exception) or conduct or participate in interviews relating to the hiring of contractor personnel in support of the TO. The Government will not participate in pay-setting of contractor employees beyond the Contracting Officer determining rates fair and reasonable. The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the TO Procuring Contracting Officer (PCO) immediately.

IAW NAVSEINST 4200.19A (Planning Use and Control of Service Contracting), the Contractor-Government relationship situations not authorized include, but are not limited to:

1. Contractor employee acting as a Government employee's personal assistant.
2. Contractor employee given a Government job title.
3. Contractor employee supervising or tasking Government employees.
4. Contractor employee attending training at NAVSEA expense without contract performance requirements.
5. Contractor employee acting as the representative for a NAVSEA code or program office.
6. Contractor employee making Government decisions (performing Inherently Government Function).
7. Contractor employee left in charge of a NAVSEA facility, office, test range, shipyard, vessel or other NAVSEA real property.

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6.15 Investigations

Contractor employees shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

6.16 Government Observations

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance.

6.17 Work Area Cleanliness

The Contractor shall be responsible for the orderliness and cleanliness of all Government controlled areas being used by the contractor for office and storage. The space shall be clean, neat and free from fire hazards, unsanitary conditions and safety hazards.

6.18 Hours of Operation

NSWC Crane core duty hours for on-site Contractor personnel and the Contractor's liaison facility personnel assigned to this effort are 0900 to 1430 hours, Monday through Friday, during regular Government workdays.

Government personnel are afforded a flextime schedule that allows a starting time between the hours of 0600 and 0900, with a quitting time between the hours of 1430 and 1800 depending on the applicable work schedule. In addition, Government personnel in some work areas may be on a compressed work schedule that allows a starting time between the hours of 0600 and 0830 for eight of the ten workdays (nine hours per day) with a stopping time between the hours of 1530 and 1800, and between 0630 and 0900 for one of the ten workdays (eight-hour day) with a stopping time between the hours of 1500 and 1730. Unless otherwise required by the TI on-site contractors are required to work during Government work hours in accordance with company timekeeping policies. Exceptions may be approved by the COR if requested by the contractor Program Manager.

The Contractor may be required to respond to an emergency and work outside of regular working hours to perform the work as required. Flextime and compressed work schedules may not be allowed for employees involved with training, specific testing operations where the workday is established based on range operation schedules and availability or other specific

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tasking. The TI will indicate if flex time and/or a compressed work schedule is not authorized and will provide the required hours of coverage.

Additionally, the Contractor may be required to have its personnel work a compressed or flextime schedule, as required, to meet special Government needs or circumstances. Specific work hour requirements will be specified in the individual TIs if applicable. The contractor shall notify the Government if any work schedule changes required by the Government have cost or schedule impact.

Personnel deployed to Theaters of Operation may be required to work 12 Hour days seven days a week. Hour requirements will be defined in the TI.

6.18.1 Closed Days

All closed days will be designated by the Commander, NSWC, Crane Division. Closed days will be associated with holidays, National Security, and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by COR/Contracting Officer and specified on individual TI. In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges IAW the company policy. The contractor disclosure statement shall govern how the contractor accounts for the time.

6.18.1.1 Inclement Weather

When the Government Agency is closed by the Commander because of inclement weather conditions and/or dangerous conditions, notification of the closing will be broadcast over local radio and television stations.

6.18.1.2 Holidays

A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

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New Year's Day

Birthday of Martin Luther King, Jr.

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor IAW the practice as observed by the assigned Government employees at the using activity.

6.18.2 Overtime

Overtime shall be performed as considered necessary by the contractor to meet the tasking and to the extent authorized in 52.222-2 in Section I. The approved overtime shall not be exceeded without authorization from the contracting officer.

6.19 Continuous Improvement

The contractor shall support the NSWC Crane Continuous Improvement program. The contractor shall provide support for the development and maintenance of lean performance execution processes and metrics as well as high-velocity learning. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized.

6.20 Information Non-Disclosure

Contractor personnel may be required to sign Non-Disclosure Agreements (NDA), as applicable, to specific SOW tasking. The contractor is required to obtain consent for usage of third party data prior to utilization, if data has restrictive markings requiring third party approval. Consent shall be obtained from the third party whose data is being utilized. The COR will notify the Contractor of the number and type of personnel that will need to sign the NDAs. The signed

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NDA's shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

6.21 Licenses, Certifications, and Training

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Information assurance functions require certifications specified in DFAR 252.239-7001 Information Assurance Contractor Training and Certification. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the Contractor. Training necessary to maintain professional certification is the responsibility of the Contractor.

As specified by the TI, EOTD may require certifications including:

- a) IPC J-STD-001 Requirements for Soldered Electrical and Electronic Assemblies
- b) IPC A-610 Acceptability of Electronic Assemblies
- c) IPC/WHMA-A-620, Requirements and Acceptance for Cable and Wire Harness Assemblies

Training that is commercially available and not specific to the Government will not be reimbursed as a direct expense to the TO.

6.22 Existing Conditions

In the performance of work under this TO, the contractor is not responsible for any existing conditions (conditions that exist prior to or as of the effective date of this TO) at the GFF, and the Government will reimburse the contractor for any costs or liability the contractor might incur as a result of these existing conditions. The Government and the contractor will jointly conduct an inspection of the facilities to establish baseline conditions at the start of the performing period.

6.23 Data Rights

All data/documentation delivered/created in support of this effort will be delivered and marked IAW FAR Part 27 and DFARS Part 227 clauses identified in the TO. Data required from this contracting action shall be delivered in English with applicable numbering in United States or metric units. The Government will have rights to reproduce and use all submitted deliverables IAW FAR Part 27 and DFARS Part 227 clauses identified in the TO.

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6.24 Contractor Identification

This TO is for non-personal services as defined by FAR Subpart 37.104. As such, Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

6.25 Skills and Training

6.25.1 Special Skills

As specified by the TI, EOTD may require special skills including:

- a) Experience with night vision Goggle Test Equipment design and troubleshooting
- b) Experience training EO systems
- c) Advanced knowledge in lasers (theory and application) and laser test equipment such as perimeter test equipment, power meters, and wave front beam cameras.
- d) Experience with utilizing / maintaining stabilized gimbal electro-optic targeting systems.

Preparation of reports documenting engineering investigations & failure analysis requires access to and skill in use of current-generation computer aided engineering & graphics/presentation tools such as AutoCad, NI-Labview, Adobe-Creative Suite, MS-PowerPoint, etc. Engineering investigations may also require familiarity with capabilities & limitations of commercial failure & material analysis, both non-destructive & destructive analysis to include: Optical & Scanning Electron Microscopy, Energy Dispersive X-ray, Computed Scans/ Photography, etc.

6.26 Post Award Meetings

A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at (to be identified at Task Order award). The contractor will be given at least five working days' notice prior to the date of the meeting by the Contracting Officer. The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order. A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0007. The contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist.

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7.0 PLACE OF PERFORMANCE

The primary work site will be Naval Surface Warfare Center Crane Division, Crane, IN and the contractor's facility. Off-site place of performance shall be located within a 50-mile radius to NSA Crane. The requirements under this task order are highly integrated with Government personnel and require GFP. Mileage between Contractor and Government facility is not authorized for reimbursement.

Contractor site tasking/ level of effort delineated herein shall be within a 50-mile radius of NSWC Crane (see Level of Effort attachment for estimated place of performance breakout). The ratio of on-site to off-site labor may change with additional workload assigned. Each TI will provide place of performance requirements.

Temporary duty sites may include; OCONUS and CONUS sites as required and defined by TI. No in-theater performance is anticipated for this TO. If in-theater performance becomes a requirement the Contracting Officer will initiate an In-Theater Business Clearance and incorporate the required clauses by modification.

7.1 Telework

The COR shall be notified of all contractor personnel allowed to telework in performance of this Task Order. The contractor shall provide a copy of the company's telework policy to the Contracting Officer and COR, if telework will be authorized for employees performing under this Task Order. The Government reserves the right to disallow telework for tasking within the Statement of Work via Task Instruction, if appropriate.

8.0 PERFORMANCE STANDARDS

As a level of effort based acquisition for engineering, technical and management support services, the requirements are structured around the level of effort expended as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels summarized in the Quality Assurance Surveillance Plan (QASP) identified as Attachment 02 to the Task Order award. Performance standards are required to be met for each of the identified Task Requirements.

(End of Statement of Work)

HQ C-1-0001 DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A thru O, attached hereto.

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(End of Text)

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

(e) The Contractor shall include this requirement in subcontracts of any tier which involve

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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)

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

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

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(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

(End of Text)

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

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

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

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

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the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

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

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

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

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

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

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

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

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

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

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

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

(End of Text)

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

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

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

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

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

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

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

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

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

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

(End of Text)

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

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

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

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

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

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit

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or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

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

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

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and

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does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

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

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

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

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

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

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

(End of Text)

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

(a) Definitions.

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

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(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.

(End of Text)

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

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

(End of Text)

HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

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- (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
 - (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,
 - (4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.
- (c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.
- (d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of Text)

HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (JUN 2017)

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE Std. 12207:2008;

(2) Contain the information defined by ISO/IEC/IEEE 15289:2017, section 7.3 (generic content) and the Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process in Table 2 of ISO/IEC/IEEE 15289:2017. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities

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associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE Std. 12207:2008 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

(5) Include the content defined by all information items listed in Table 2 of ISO/IEC/IEEE 15289:2017, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE 15289:2017, as appropriate;

(7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;

(8) Be in accordance with the framework defined in IEEE Std. 12207:2008, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with 7.3 of ISO/IEC/IEEE 15289:2017, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(b) The SDP shall be delivered to the Government for concurrence under CDRL and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

(End of Text)

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C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)

(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 link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: 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 WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of Text)

C.2 CONTRACTOR MANPOWER REPORTING

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center, Crane Division 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;

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(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

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

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31.

(End of Statement of Work)

HQ C-1-0001 DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A thru O, attached hereto.

(End of Text)

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

(End of Text)

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

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be

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licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

(End of Text)

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

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

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

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

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

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incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re write, to facilitate baseline documentation changes.

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

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

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

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

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

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

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

(5) In the event the Contractor, on its own initiative, and without written request from the

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Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

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

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

(End of Text)

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

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

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

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

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

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

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

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

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

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

(End of Text)

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

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

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

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

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

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

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any

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joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

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

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

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

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

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any

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research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

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

(End of Text)

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

(a) Definitions.

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

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

(b) Requirements.

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

(End of Text)

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

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

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(End of Text)

HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

- (a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.
- (b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:
- (1) The support contractor not disclose any information;
 - (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
 - (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,
 - (4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.
- (c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.
- (d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of Text)

HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (JUN 2017)

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(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE Std. 12207:2008;

(2) Contain the information defined by ISO/IEC/IEEE 15289:2017, section 7.3 (generic content) and the Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process in Table 2 of ISO/IEC/IEEE 15289:2017. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE Std. 12207:2008 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

(5) Include the content defined by all information items listed in Table 2 of ISO/IEC/IEEE 15289:2017, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE 15289:2017, as appropriate;

(7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;

(8) Be in accordance with the framework defined in IEEE Std. 12207:2008, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with 7.3 of ISO/IEC/IEEE 15289:2017, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(b) The SDP shall be delivered to the Government for concurrence under CDRL and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

(End of Text)

C.1 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT)

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SYSTEM REPORTING (NAVSEA)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

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

(1) Access:

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

(2) Submission and Acceptance/Rejection:

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

(End of Text)

C.2 CONTRACTOR MANPOWER REPORTING

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

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

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

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Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31.

(End of Text)

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the provisions of the basic contract.

HQ D-1-0001 PACKAGING OF DATA (JUL 2016)

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.

(End of Text)

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

(End of Text)

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SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified.

CLAUSES INCORPORATED BY REFERENCE:

FAR 52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

FAR 52.246-9 Inspection of Research and Development (Short Form) (Apr 1984)

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

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

(End of Text)

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

Item(s) 7000 thru 7999 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	3/6/2019 - 3/5/2024
7001AA	3/19/2019 - 9/30/2019
7001AB	4/24/2019 - 9/30/2019
7001AC	4/24/2019 - 3/5/2020
7001AD	4/24/2019 - 3/5/2020
7001AE	4/24/2019 - 9/30/2019
7001AF	4/30/2019 - 9/30/2019
7001AG	4/30/2019 - 3/5/2020
7001AH	4/30/2019 - 3/5/2020
7001AJ	4/30/2019 - 3/5/2020
7001AK	4/30/2019 - 3/5/2020
7001AL	5/2/2019 - 3/5/2020
7001AM	5/2/2019 - 3/5/2020
7001AN	5/2/2019 - 3/5/2020
7001AP	5/2/2019 - 3/5/2020
7001AQ	5/2/2019 - 3/5/2020
7001AR	5/2/2019 - 3/5/2020
7001AS	5/9/2019 - 3/5/2020
7001AT	5/9/2019 - 3/5/2020
7001AU	5/9/2019 - 9/30/2019
7001AV	5/9/2019 - 9/30/2019
7001AW	5/9/2019 - 3/5/2020
7001AX	5/9/2019 - 9/30/2019
7001AY	5/13/2019 - 3/5/2020
7001AZ	6/6/2019 - 3/5/2020
7001BA	6/10/2019 - 3/5/2020
7001BB	6/24/2019 - 9/30/2019
7001BC	6/24/2019 - 3/5/2020
7001BD	6/24/2019 - 3/5/2020
7001BE	6/24/2019 - 3/5/2020
7001BF	6/24/2019 - 3/5/2020
7001BG	6/26/2019 - 3/5/2020
7001BH	6/26/2019 - 9/30/2019
7001BJ	6/26/2019 - 3/5/2020
7001BK	6/26/2019 - 3/5/2020
7001BL	6/27/2019 - 3/5/2020
7001BM	7/5/2019 - 9/30/2019
7001BN	7/16/2019 - 3/5/2020
7001BP	7/18/2019 - 3/5/2020

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7001BQ	7/18/2019 - 3/5/2020
7001BR	8/22/2019 - 3/5/2020
7001BS	8/22/2019 - 3/5/2020
7001BT	8/22/2019 - 3/5/2020
7001BU	8/22/2019 - 3/5/2020
7001BV	8/22/2019 - 9/30/2019
7001BW	9/5/2019 - 3/5/2020
7001BX	9/5/2019 - 3/5/2020
7001BY	9/5/2019 - 12/31/2019
7001BZ	9/5/2019 - 12/31/2019
7001CA	9/5/2019 - 9/30/2019
7001CB	9/26/2019 - 3/5/2020
7001CC	9/26/2019 - 3/5/2020
7001CD	11/1/2019 - 3/5/2020
7001CE	11/1/2019 - 3/5/2020
7001CF	11/1/2019 - 3/5/2020
7001CG	11/1/2019 - 3/5/2020
7001CH	11/7/2019 - 3/5/2020
7001CJ	12/6/2019 - 3/5/2020
7001CK	12/6/2019 - 3/5/2020
7001CL	12/6/2019 - 3/5/2020
7001CM	12/20/2019 - 3/5/2020
7001CN	12/20/2019 - 3/5/2020
7001CP	12/20/2019 - 3/5/2020
7001CQ	1/13/2020 - 3/5/2020
7001CR	2/5/2020 - 3/5/2020
7001CS	2/26/2020 - 3/5/2020
7002AA	3/6/2020 - 3/5/2021
7002AB	3/6/2020 - 9/30/2020
7002AC	3/6/2020 - 9/30/2020
7002AD	3/6/2020 - 3/5/2021
7002AE	3/6/2020 - 9/30/2020
7002AF	3/6/2020 - 3/5/2021
7002AG	3/6/2020 - 3/5/2021
7002AH	3/6/2020 - 3/5/2021
7002AJ	3/6/2020 - 3/5/2021
7002AK	3/6/2020 - 9/30/2020
7002AL	3/6/2020 - 3/5/2021
7002AM	3/6/2020 - 3/5/2021
7002AN	3/6/2020 - 9/30/2020
7002AP	3/6/2020 - 3/5/2021
7002AQ	3/6/2020 - 9/30/2020
7002AR	3/6/2020 - 9/30/2020

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7002AS	3/6/2020 - 9/30/2020
7002AT	3/6/2020 - 3/5/2021
7002AU	3/6/2020 - 9/30/2020
7002AV	3/6/2020 - 3/5/2021
7002AW	3/6/2020 - 3/5/2021
7002AX	3/6/2020 - 9/30/2020
7002AY	3/6/2020 - 3/5/2021
7002AZ	3/6/2020 - 9/30/2020
7002BA	3/6/2020 - 3/5/2021
7002BB	3/13/2020 - 9/30/2020
7002BC	3/13/2020 - 9/30/2020
7002BD	3/13/2020 - 9/30/2020
7100	3/6/2019 - 3/5/2024
9000	3/6/2019 - 3/5/2024
9001AA	4/24/2019 - 9/30/2019
9001AB	4/30/2019 - 3/5/2020
9001AC	5/13/2019 - 3/5/2020
9001AD	5/13/2019 - 3/5/2020
9001AE	6/24/2019 - 3/5/2020
9001AF	6/24/2019 - 3/5/2020
9001AG	6/26/2019 - 9/30/2019
9001AH	6/27/2019 - 3/5/2020
9001AJ	9/5/2019 - 9/30/2019
9001AK	3/6/2020 - 3/5/2021
9001AL	9/26/2019 - 12/31/2019
9001AM	12/6/2019 - 3/5/2020
9001AN	12/20/2019 - 3/5/2020
9001AP	2/27/2020 - 3/5/2020
9001AZ	3/6/2021 - 3/5/2022
9001BA	3/6/2022 - 3/5/2023
9002AA	3/6/2020 - 9/30/2020
9002AB	3/6/2020 - 3/5/2021
9002AC	3/13/2020 - 9/30/2020
9100	3/6/2019 - 3/5/2024

CLIN - DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

ITEM(S)	FROM - TO
7000	3/06/2019 – 3/05/2024
7001	3/06/2019 – 3/05/2020
7002	3/06/2020 – 3/05/2021
7003	3/06/2021 – 3/05/2022
7004	3/06/2022 – 3/05/2023
7005	3/06/2023 – 3/05/2024
7100	3/06/2019 – 3/05/2024
7101	3/06/2019 – 3/05/2020
7102	3/06/2020 – 3/05/2021
7103	3/06/2021 – 3/05/2022
7104	3/06/2022 – 3/05/2023
7105	3/06/2023 – 3/05/2024
7999	3/06/2019 – 3/05/2024
9000	3/06/2019 – 3/05/2024
9001	3/06/2019 – 3/05/2020
9002	3/06/2020 – 3/05/2021
9003	3/06/2021 – 3/05/2022
9004	3/06/2022 – 3/05/2023
9005	3/06/2023 – 3/05/2024
9100	3/06/2019 – 3/05/2024
9101	3/06/2019 – 3/05/2020
9102	3/06/2020 – 3/05/2021
9103	3/06/2021 – 3/05/2022
9104	3/06/2022 – 3/05/2023
9105	3/06/2023 – 3/05/2024

(End of Text)

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

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

(End of Text)

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SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this Task Order, unless otherwise specified.

A contract administration plan (CAP) is provided for guidance to the Contractor, DCMA, and DCAA in the administration of this Task Order. (see Attachment 07)

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)

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

End of Text)

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

(a) Definitions. As used in this clause—

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

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

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

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COST VOUCHER

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance

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location(s) in WAWF, as specified by the contracting officer.

N/A

(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</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00164
Admin DoDAAC	S2404A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00164
Service Acceptor (DoDAAC)	N00164
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA031
Other DoDAAC(s)	N/A

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

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

Contracting Officer's Representative:

(g) WAWF point of contact.

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

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

(End of clause)

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**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.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	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 the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments;	Invoice	X	X	N/A	Line Item Specific proration. If there is

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Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction			Payment Office Allocation Method
52.232-2, Payments under Fixed-Price Research and Development Contracts;					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.
52.232-3, 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					
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 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

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Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction			Payment Office Allocation Method
					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;	Commercial Item Financing*	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).
52.232-30, Installment Payments for Commercial Items					
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,

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Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction	Payment Office Allocation Method
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performance-based payment, or commercial item financing).

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

ITEM TYPE*

- 7000 CR
- 7001 CR
- 7002 CR
- 7003 CR
- 7004 CR
- 7005 CR
- 7100 CR
- 7101 CR
- 7102 CR
- 7103 CR
- 7104 CR
- 7105 CR

*CR – Cost-Reimbursement

FP – Fixed Price

(End of text)

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE (NAVSEA) (APR 2015)

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HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

(End of clause)

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (APR 2015)

(a) For other than firm fixed price contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

(End of clause)

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SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses in SECTION H of the basic contract apply to this task order, unless otherwise specified.

H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL

1. The Contractor agrees that a partial basis for award of this IDIQ contract is the list of team members (companies) proposed. The list is included at the SeaPort-e Contractor Information Registration site. The Contractor may not add or delete any team member from the team without approval by the Seaport Contracting Officer. The offeror must meet or exceed the proposed small business Subcontracting requirements regardless of team changes.
2. In addition, for Orders under Item 7000, the Contractor agrees to assign to the Task Order those critical persons identified with the Task Order response necessary to fulfill the requirements of the Task Order. No substitution shall be made without prior notification to and concurrence of the Task Order Contracting Officer in accordance with this requirement.
3. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The cognizant Task Order 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:
 - an explanation of the circumstances necessitating the substitution;
 - a complete resume of the proposed substitute; and
 - 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.

H.13 SECURITY REQUIREMENTS

- (a) All classified task orders will require a facility security clearance issued by the Defense Security Service
- (b) Contractor personnel shall be required to have a security clearance at the level required for each specific task order.
- (c) The security classification and guidance of classified task orders will be specified in the Contract Security Classification Specification DD Form 254, to be provided when required at task order level.
- (d) Unclassified task orders do not require a facility clearance issued by DSS, nor a DD Form

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(e) The planned utilization of non-U.S. Citizens in task order performance must be identified by name and country of citizenship in the task order proposal. Foreign Nationals shall not be allowed access to Classified or Critical Program Information unless approved on a case by case basis by DSS.

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT means the Department of the Navy.

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

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

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

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

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

(End of clause)

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort (does not include surge CLINS).

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

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) 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:

CONTRACT YEAR	AVERAGE HOURS PER WEEK
Base Year (Year 1)	
Option Year 1 (Year 2)	
Option Year 2 (Year 3)	
Option Year 3 (Year 4)	
Option Year 4 (Year 5)	

It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above

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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 paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(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; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. 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

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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 furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, 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 clause)

5252.232-9104 ALLOTMENT OF FUNDS

(JAN 2008)

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

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
*	\$	\$	

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

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

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

* SEE SECTION B FUNDS ALLOTMENT

(End of clause)

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:

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(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.

(End of clause)

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

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

***To be identified within each issued TI.

(End of clause)

5252.245-9109 GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (APR 2015)

The Government will provide only that property identified in an attachment to Section J, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for incorporation in the equipment to be delivered under Item(s) *** of this contract.

***To be identified within each issued TI.

(End of clause)

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5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s). Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

***To be identified within each issued TI.

(End of clause)

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

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
52.203-10	Price Or Fee Adjustment 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
52.203-16 (DEV)	Preventing Personal Conflicts of Interest (DEVIATION 2018-O0018)	AUG 2018
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of 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
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identify Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	JUL 2018
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-15	Defense Priority and Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications	AUG 2011
52.215-12 (DEV)	Subcontractor Certified Cost or Pricing Data (DEVIATION 2018-O0015)	MAY 2018
52.215-13 (DEV)	Subcontractor Certified Cost or Pricing Data - Modifications (DEVIATION 2018-O0015)	MAY 2018
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997

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52.215-21, Alt III	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.219-8 (DEV)	Utilization of Small Business Concerns (DEVIATION 2018-O0018)	AUG 2018
52.219-9, Alt II (DEV)	Small Business Subcontracting Plan – Alt II (DEVIATION 2018-O0018)	AUG 2018
52.219-16	Liquidated Damages Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Representation	JUL 2013
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Affirmative Action for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-60	Paycheck Transparency (Executive Order 13673)	OCT 2016
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUN 2000
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
52.227-10	Filing of Patent Applications – Classified Subject Matter	DEC 2007
52.227-11	Patent Rights – Ownership by the Contractor	MAY 2014
52.227-13	Patent Rights – Ownership by the Government	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2 (DEV)	Cost Accounting Standards (DEVIATION 2018-O0015)	MAY 2018
52.230-3 (DEV)	Disclosure and Consistency of Cost Accounting Practices (DEVIATION 2018-O0015)	MAY 2018
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APRI 1984

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52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-35 Alt I	Prompt Payment – Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Clause for 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 Alt I	Protest After Award (AUG 1996) – Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	MAR 2015
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation Of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2018
252.223-7004	Drug-Free Work Force	SEP 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7002	Qualifying Country Sources as Subcontractors	DEC 2017
252.225-7004	Reporting of Contract Performance Outside the United States and Canada – Submission After Award	OCT 2015
252.225-7031	Secondary Arab Boycott of Israel	JUL 2005

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252.225-7046	Exports by Approved Community Members in Response to the Solicitation	JUN 2013
252.225-7047	Exports by Approved Community Members in Performance of the Contract	JUN 2013
252.225-7048	Export Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data – Noncommercial Items	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
252.227-7025	Limitation on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7030	Technical Data – Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7038	Patents – Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents – Reporting Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7004	DoD Progress Payment Rates	OCT 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.234-7002 (DEV)	Earned Value Management System (DEVIATION 2015-O0017)	SEP 2015
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.242-7004	Material Management and Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.244-7001	Contractor Purchasing System Administration – Basic	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty of Data – Basic	MAR 2014
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018

OTHER REQUIRED CLAUSES INCORPORATED BY FULL TEXT

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts

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over the simplified acquisition threshold.

(End of clause)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

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

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)

(a) Definition. First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's

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general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (Jun 2016)

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in

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any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

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52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—
- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
 - (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
 - (2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--
 - (i) Past performance reviews required by subpart 42.15;
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.
 - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

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

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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.

ITEM(S) LATEST OPTION EXERCISE DATE

- CLIN 7002 and 9002 No later than 10 months after the TO Award date.
- CLIN 7003 and 9003 No later than 22 months after the TO Award date.
- CLIN 7004 and 9004 No later than 34 months after the TO Award date.
- CLIN 7005 and 9005 No later than 46 months after the TO Award date.

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

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

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed **10%** 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

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

(End of Clause)

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
43-5061, Production, Planning, and Expediting Clerk	GS-02
13-1151, Training and Development Specialist III	GS-09
17-3023 E & E Engineering Technician II	GS-08
17-3023 E & E Engineering Technician III	GS-09
17-3012 E & E Drafters II	GS-05
17-3023 E & E Engineering Technician IV	GS-10

(End of Clause)

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—

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(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 SUBCONTRACTORS NOT PROPOSED OR APPROVED BY THE CONTRACTING OFFICER POST-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; the effect of any such defective data on the total price negotiated;

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

*To be completed, as needed

(End of Clause)

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause

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with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

- (1) The Contracting Officer has given prior written approval;
- (2) The information is otherwise in the public domain before the date of release; or
- (3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS [252.204-7012](#)) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS [PGI204.4](#)).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Document Type		Description	Pages	Date
Exhibit	A	A001, Funds and Man-Hour Expenditure Report, DI-FNCL-80331A	1	26-Feb-2019
Exhibit	B	A002, Contract Status Report, DI-MGMT-91991	1	26-Feb-2019
Exhibit	C	A003, Technical Report - Study/Services, DI-MISC-80508B	1	26-Feb-2019
Exhibit	D	A004, Progress Report (Studies), DI-ADMN-81313A	1	26-Feb-2019
Exhibit	E	A005, Technical Data Package, DI-SESS-80776	1	26-Feb-2019
Exhibit	F	A006, Calibration and Measurements Requirements Summary (CMRS), DI-QCIC-80278C	1	26-Feb-2019
Exhibit	G	A007, Reliability and Maintainability Predictions Report, DI-SESS-81497A	1	26-Feb-2019
Exhibit	H	A008, Failure Modes, Effects, and Criticality Analysis Report, DI-SESS-81495A	1	26-Feb-2019
Exhibit	I	A009, Test Plan, DI-NDTI-80566A	1	26-Feb-2019
Exhibit	J	A010, Government Property Inventory Report, DI-MGMT-80441C	1	26-Feb-2019
Exhibit	K	A011, Presentation Material, DI-ADMN-81373	1	26-Feb-2019
Exhibit	L	A012, Project Planning Chart, DI-MGMT-80507C	1	26-Feb-2019
Exhibit	M	A013, Conference Minutes, DI-ADMN-81250B	1	26-Feb-2019
Exhibit	N	A014, Software Development Plan, DI-IPSC-81427B	1	26-Feb-2019
Exhibit	O	A015, Computer Software Development End Item, DI-AVCS-80700A	1	26-Feb-2019
Attachment	01	Travel Estimate	3	29-Jan-2018
Attachment	02	Quality Assurance Surveillance Plan (QASP)	11	29-Jan-2018
Attachment	03	Wage Determination, WD 15-4821 Rev -9	5	26-Dec-2018
Attachment	04	Consolidated GFP Attachment	TBD	Pending
Attachment	05	GFE Listing	TBD	Pending
Attachment	06	DD254 - Contract Security Classification Specification R1	6	22-Mar-2019
Attachment	07	Contract Administration Plan	5	27-Feb-2019
Attachment	08	Technical Instruction Template	8	27-Feb-2019
Attachment	09	Seaport ROM Template	Excel	27-Feb-2019