

2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE 11-Dec-2015	4. REQUISITION/PURCHASE REQ. NO. 1300539569	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NUWC, NEWPORT DIVISION  
1176 Howell Street, Building 1258  
Newport RI 02841-1706  
kaitlin.simoes@navy.mil 401-832-8695

DCMA Manassas  
14501 George Carter Way  
Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) GENERAL DYNAMICS INFORMATION TECH., INC. 3211 Jermantown Road Fairfax VA 22030-2844		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4012-N438 10B. DATED (SEE ITEM 13) 01-Oct-2013
CAGE CODE 07MU1	FACILITY CODE	[X]

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Gary J. Damon, Principal Contract Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Justin J Rianna, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Gary J. Damon (Signature of person authorized to sign)	15C. DATE SIGNED 10-Dec-2015
16B. UNITED STATES OF AMERICA BY /s/Justin J Rianna (Signature of Contracting Officer)	16C. DATE SIGNED 11-Dec-2015

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## GENERAL INFORMATION

**Distribution:** KR, 0121, DFAS-HQ0338, 2512/N. Nozzi, 2523/P. Pelton

SCD: C

FSC: R425

NUWC DIVNPT Control #: 160565

NUWC DIVNPT Requisition #: 1300539569

NUWC DIVNPT POC: Kaitlin Simoes (See cover page for e-mail address and telephone number.)

**This modification incorporates by reference Technical Instructions:**

1. TI-N438-24, Rev. 0

**The purpose of this modification is to:**

1. Add incremental funding.
2. Update and revise clauses as detailed below.

**SECTION B -**

1. Shift ceiling from CLIN 7400 to establish new SLIN 7401AD .
2. The Fee Table is revised as a result of adding SLIN: 7401AD.

**SECTION F -**

1. The Period of Performance for SLIN 7401AD is added.

**SECTION G -**

1. Accounting and Appropriation Data LLAs: BH/7401AD is added by this modification.

**SECTION H -**

1. Clause 5252.232-9104 'Allotment of Funds' paragraph (c) is revised to reflect SLIN information for new SLIN: 7401AD.

All other task order terms and conditions remain unchanged.

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

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

4000 Engineering Services to consolidate training node software development. \$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	R425	Base Period - OPN, OMN,N, SCN and RDTE Funds (Fund Type - OTHER)	1098.0	LH			\$88,360.00
410001	R425	AA \$28,500.00, FY of Funding: 2013, Type of Money: OPN, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, TI#: TI-N438-01, Rev. 1 (OPN)					
410002	R425	AB \$14,085.53 (\$16,000.00- \$1,914.47 in Mod 6), FY of Funding: 2013, Type of Money: OPN, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, TI#: TI-N438-01, Rev. 1 (OPN)					
410003	R425	AC \$29,571.82(\$30,000.00 - \$428.18 in Mod 6), FY of Funding: 2013, Type of Money: OPN, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, TI#: TI-N438-01, Rev. 1 (OPN)					
410004	R425	AD \$6,489.38(\$10,000.00 - \$3,510.62 in Mod 6), FY of Funding: 2013, Type of Money: OPN, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, TI#: TI-N438-01, Rev. 1 (OPN)					
4110	R425	CLIN Deleted (OPN) Option	0.0	LH	\$0.00	\$0.00	\$0.00
4120	R425	CLIN Deleted (OPN) Option	0.0	LH	\$0.00	\$0.00	\$0.00
4200	R425	CLIN Deleted (O&MN,N) Option	0.0	LH	\$0.00	\$0.00	\$0.00
4210	R425	CLIN Deleted (O&MN,N) Option	0.0	LH	\$0.00	\$0.00	\$0.00
4220	R425	CLIN Deleted (O&MN,N) Option	0.0	LH	\$0.00	\$0.00	\$0.00
4300	R425	CLIN Deleted (SCN) Option	0.0	LH	\$0.00	\$0.00	\$0.00
4310	R425	CLIN Deleted (SCN)	0.0	LH	\$0.00	\$0.00	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
4320	R425	CLIN Deleted (SCN)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
4400	R425	CLIN Deleted (RDT&E)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
4410	R425	CLIN Deleted (RDT&E)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
4420	R425	CLIN Deleted (RDT&E)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000		Prime and Subcontractor Travel and Materials (with burdens, no fee)			\$0.00
6100	R425	ODCs in support of Base - OPN, OMN,N, SCN, and RDT&E Funds (Fund Type - OTHER)	1.0	LO	\$1,999.00
610001	R425	AA \$0.00 (\$500.00 - \$500.00), FY of Funding: 2013, Type of Money: OPN, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, TI#: TI-N438-01, Rev.1 (OPN)			
6110	R425	CLIN Deleted (OPN)	1.0	LO	\$0.00
		Option			
6120	R425	CLIN Deleted (OPN)	1.0	LO	\$0.00
		Option			
6200	R425	CLIN Deleted (O&MN,N)	1.0	LO	\$0.00
		Option			
6210	R425	CLIN Deleted (O&MN,N)	1.0	LO	\$0.00
		Option			
6220	R425	CLIN Deleted (O&MN,N)	1.0	LO	\$0.00
		Option			
6300	R425	CLIN Deleted (SCN)	1.0	LO	\$0.00
		Option			
6310	R425	CLIN Deleted (SCN)	1.0	LO	\$0.00
		Option			
6320	R425	CLIN Deleted (SCN)	1.0	LO	\$0.00
		Option			
6400	R425	CLIN Deleted (RDT&E)	1.0	LO	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
6410	R425	CLIN Deleted (RDT&E)	1.0	LO	\$0.00
		Option			
6420	R425	CLIN Deleted (RDT&E)	1.0	LO	\$0.00
		Option			

For Cost Type Items:

7000	Engineering Services to consolidate training node software development.	\$0.00
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	Option 1- OPN, OMN,N, SCN, and RDT&E Funds (Fund Type - OTHER)	7545.0	LH			\$627,357.00
720001	R425	AE \$49,500.00 TI# TI-N438-02, Rev. 0, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, (FY of Funding: 2013, Type of Money: RDT&E, (RDT&E)					
720002	R425	AF \$100,000.00 (SSN DDG-116) TI# TI-N438-03, Rev. 0, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, (FY of Funding: 2012, Type of Money: SCN, (SCN)					
720003	R425	AG \$53,000.00 TI# TI-N438-, Rev. 0, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, (FY of Funding: 2014, Type of Money: OPN, (OPN)					
720004	R425	AH \$46,400.00 TI# TI-N438-, Rev. 0, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, (FY of Funding: 2014, Type of Money: OPN, (OPN)					
720005	R425	AJ \$25,000.00 TI# TI-N438-, Rev. 0, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, (FY of Funding: 2014, Type of Money: SCN, (O&MN,N)					
720006	R425	AK \$37,300.00 SSN DDG-116) TI# TI-N438-, Rev. 0, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, (FY of Funding: 2012, Type of Money: O&MN,N, (SCN)					
720007	R425	AL \$75,000.00 TI# TI-N438-07, Rev. 0, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, (FY of Funding: 2014, Type of Money: OPN, (OPN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720008	R425	AM \$125,000.00 TI# TI-N438-09, Rev. 0, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, (FY of Funding: 2014, Type of Money: RDT&E (RDT&E)					
720009	R425	AN \$10,000.00 (SSN DDG-116) (\$25,000.00- \$15,000.00 in MOD 4) TI# TI-N438-08, Rev. 1, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, (FY of Funding: 2012, Type of Money SCN, (SCN)					
720010	R425	AP \$0.00 (SSN DDG-116) (\$25,000.00- \$25,000.00 in MOD 4) TI# TI-N438-08, Rev. 1, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, (FY of Funding: 2012, Type of Money SCN, (SCN)					
7300	R425	Option 2 - OPN, OMN,N, SCN, and RDT&E Funds (Fund Type - OTHER)	7545.0	LH			\$646,986.00
730001	R425	AQ \$60,000.00, FY of Funding: 2014, Type of money: OPN, Customer Code: NUWC 2522, Sponsor: NAVAIR PMA-280, TI#: TI-N438-10, Rev.0 (OPN)					
730002	R425	AR \$14,500.00 FY of Funding: 2012, Type of money: SCN (DDG-116), Customer Code: NUWC 2522, Sponsor: NAVAIR PMA-280, TI#: TI-N438-11, Rev.0 (SCN)					
730003	R425	AS \$25,000.00, FY of Funding: 2012, Type of money: SCN (DDG-116), Customer Code: NUWC 2522, Sponsor: NAVAIR PMA-280, TI#: TI-N438-11, Rev.0 (SCN)					
730004	R425	AT \$42,500.00, FY of Funding: 2015, Type of Money: O&MN, N, Customer Code: NUWC Code 2512, Sponsor: NAVAIR PMA-280, TI#: TI-N438-12, Rev. 0 (O&MN,N)					
730005	R425	AU \$40,000.00, FY of Funding: 2015, Type of Money: O&MN, N, Customer Code: NUWC Code 2512, Sponsor: NAVAIR PMA-280, TI#: TI-N438-12, Rev. 0 (O&MN,N)					
730006	R425	AV \$19,717.00, FY of Funding: 2015, Type of Money: O&MN, N, Customer Code: NUWC Code 2512, Sponsor: NAVAIR PMA-280, TI#: TI-N438-12, Rev. 0 (O&MN,N)					
730007	R425	AW \$70,000.00, FY of Funding: 2015, Type of Money: O&MN, N, Customer Code: NUWC Code 2512, Sponsor: NAVAIR PMA-280, TI#: TI-N438-13, Rev. 0 (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
730008	R425	AX \$25,000.00, FY of Funding: 2015, Type of Money: RDT&E, Customer Code: NUWC Code 2512, Sponsor: NAVAIR PMA-280, TI#: TI-N438-14, Rev. 0 (RDT&E)					
730009	R425	AY \$43,000.00, FY of Funding: 2015, Type of Money: OPN, Customer Code: NUWC Code 2512, Sponsor: NAVAIR PMA-280, TI#: TI-N438-15, Rev. 0 (OPN)					
730010	R425	AZ \$43,500.00, FY of Funding: 2015, Type of Money: OMN, N, Customer Code: NUWC Code 2512, Sponsor: NAVAIR PMA-280, TI#: TI-N438-16, Rev. 0 (O&MN,N)					
730011	R425	BA \$100,000.00, FY of Funding: 2015, Type of Money: RDT&E; Customer Code: NUWC Code 2512, Sponsor: NAVAIR PMA-280, TI#: TI-N438-17, Rev. 0 (RDT&E)					
730012	R425	BB \$20,000.00, FY of Funding: 2015, Type of Money: OPN; Customer Code: NUWC Code 2512, Sponsor: NAVAIR PMA-280, TI#: TI-N438-19, Rev. 0 (OPN)					
730013	R425	BC \$49,614.00, FY of Funding: 2015; Type of Money: RDT&E; Customer Code: NUWC Code 2512; Sponsor: NAVAIR PMA-280; TI#: TI-N438-18, Rev. 0 CMTpc support for the DDG 1000 (RDT&E)					
730014	R425	BD \$38,000.00, FY of Funding: 2015; Type of Money: OPN; Customer Code: 2512; Sponsor: NAVAIR PMA-280; TI#: TI-N438-22, Rev. 0 (OPN)					
7400	R425	Option 3 OPN, OMN,N, SCN, and RDT&E Funds (Fund Type - OTHER)	2947.0	LH			\$238,500.00
7401		Option 3 Info CLIN					\$280,500.00
7401AA	R425	BE \$30,000.00 FY of Funds: 2015; Type of Funds: O&MN; Customer Code: NUWC 2512; Sponsor: NAVAIR PMA-280; TI#: TI-N438-20, Rev. 0; 10 U.S.C 2410(a) is hereby invoked (O&MN,N)	374.0	LH			\$30,000.00
7401AB	R425	BF \$45,000.00 FY of Funds: 2015; Type of Funds: O&MN; Customer Code: NUWC 2512; Sponsor: NAVAIR PMA-280; TI#: TI-N438-21, Rev. 0; 10 U.S.C 2410(a) is hereby invoked (O&MN,N)	561.0	LH			\$45,000.00
7401AC	R425	BG \$52,500.00 FY of Funds: 2016; Type of Funds: O&MN; Customer Code: NUWC 2512; Sponsor: NAVAIR PMA-280; TI#:	655.0	LH			\$52,500.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		TI-N438-23, Rev. 0 (O&MN,N)					
7401AD	R425	BH \$153,000.00, FY of Funding: 2016, Type of Money: OPN, Customer Code: 2512, Sponsor: NAVAIR, PMA-280, TI#: TI-N438-24, Rev. 0 (OPN)	1910.0	LH	██████████	██████████	\$153,000.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000		Prime and Subcontractor Travel and Materials (with burdens, no fee)					\$0.00
9200	R425	ODC in support of CLIN 7200 (RDT&E)				1.0	LO \$25,341.00
920001	R425	AE \$500.00 TI# TI-N438-02, Rev. 0, Customer Code: NUWC 2522, Sponsor: NAVAIR: PMA-280, (FY of Funding: 2013, Type of Money: RDT&E, (RDT&E)					
9300	R425	ODC in support of CLIN 7300 (Fund Type - OTHER)				1.0	LO \$27,975.00
930001	R425	AR \$500.00, FY of Funding: 2012, Type of money: SCN (DDG-116), Customer Code: NUWC 2522, Sponsor: NAVAIR PMA-280, TI#: TI-N438-11, Rev.0 (SCN)					
930002	R425	AW \$5,000.00, FY of Funding: 2015, Type of Money: OM&N, N, Customer Code: NUWC Code 2512, Sponsor: NAVAIR PMA-280, TI#: TI-N438-13, Rev. 0 (O&MN,N)					
930003	R425	AZ \$3,000.00, FY of Funding: 2015, Type of Money: OMN, N, Customer Code: NUWC Code 2512, Sponsor: NAVAIR PMA-280, TI#: TI-N438-16, Rev. 0 (O&MN,N)					
9400	R425	Option 3 OPN, OMN,N, SCN, and RDT&E Funds (Fund Type - OTHER)				1.0	LO \$16,500.00
9401		Option 3 Info CLIN					\$4,500.00
9401AA	R425	BE \$1,500.00 FY of Funds: 2015; Type of Funds: O&MN; Customer Code: NUWC 2512; Sponsor: NAVAIR PMA-280; TI#: TI-N438-20, Rev. 0; 10 U.S.C 2410(a) is hereby invoked (O&MN,N)				1.0	LO \$1,500.00
9401AB	R425	BF \$1,500.00 FY of Funds: 2015; Type of Funds: O&MN; Customer Code: NUWC 2512; Sponsor: NAVAIR PMA-280; TI#: TI-N438-21, Rev. 0; 10 U.S.C 2410(a) is hereby invoked (O&MN,N)				1.0	LO \$1,500.00
9401AC	R425	BG \$1,500.00 FY of Funds: 2016; Type of Funds: O&MN; Customer Code: NUWC 2512; Sponsor: NAVAIR PMA-280; TI#: TI-N438-23, Rev. 0 (O&MN,N)				1.0	LO \$1,500.00

Labor CLIN	Labor Hours	Estimated Cost	Fixed Fee	Total	Fee Rate Per Hour	Fee Percentage
4100	1,098	\$██████████	\$██████████	\$88,360.00	\$██████████	██████████
7200	7,545	\$██████████	\$██████████	\$627,357.00	\$██████████	██████████
7300	7,545	\$██████████	\$██████████	\$646,986.00	\$██████████	██████████
7400	2,947	\$██████████	\$██████████	\$238,500.00	\$██████████	██████████



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7401AA	374	\$ [REDACTED]	\$ [REDACTED]	\$30,000.00	\$ [REDACTED]	[REDACTED]
7401AB	561	\$ [REDACTED]	\$ [REDACTED]	\$45,000.00	\$ [REDACTED]	[REDACTED]
7401AC	655	\$ [REDACTED]	\$ [REDACTED]	\$52,500.00	\$ [REDACTED]	[REDACTED]
7401AD	1,910	\$ [REDACTED]	\$ [REDACTED]	\$153,000.00	\$ [REDACTED]	[REDACTED]

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

**11RA HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (Applicable at Task Order Level)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This entire contract is cost type.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Statement of Work

## CONSOLIDATE TRAINING NODE SOFTWARE DEVELOPMENT

### 1.0 BACKGROUND

The Naval Undersea Warfare Center, Division Newport (NUWC DIVNPT) undertakes on a continuing basis engineering activity that supports the development of surface and submarine combat systems and weapons systems. The Systems Engineering Branch (Code 2522) of the Systems Engineering and Integration Division (Code 252), is responsible for effective and economical lifecycle support of missile systems and supporting subsystems used for system employment, training, and testing. That responsibility includes all aspects of the design, development and maintenance of the Consolidated Training Node (CTN), which is part of the Tactical Tomahawk Weapons Control System (TTWCS).

### 2.0 SCOPE

The contractor shall perform systems engineering and analysis; software development, testing and integration; and interface design and development tasks, in support of Code 2522. The work shall also include software engineering and programming support, as well as maintenance of software documentation used for strike weapon training systems.

### 3.0 APPLICABLE DOCUMENTS

The effective issue or revision listed in the Department of Defense Index of Specifications and Standards (DODISS), and any supplement thereto, form a part of this Statement of Work (SOW), to the extent specified herein.

#### 3.1 GOVERNMENT SPECIFICATIONS AND STANDARDS

- a. MIL-STD-498, Software Development and Documentation
- b. SECNAV 3900.31, Standard Format Requirements for Scientific and Technical Reports
- c. MIL-STD-973, Configuration Management
- d. IEEE/EIA 12207: Software Life Cycle Processes

### 4.0 REQUIREMENTS

The contractor shall provide technical services described as follows, in accordance with the software development process set forth by the Naval Air Systems Command (NAVAIR) Strike Weapons and Unmanned Aviation Program Executive Office, Weapons (PEO(W)) Program Manager, Air 280 (PMA 280).

#### 4.1 CTN SOFTWARE DEVELOPMENT ILSMIS

Utilizing GFI identified in Paragraph 6.0, the contractor shall provide technical and software engineering services to support software development of the Cruise Missile Trainer Personal Computer (CMTpc) Computer Software Configuration Item (CSCI), as well as interfaces of the Weapons, In-Flight, Own Ship, and Launch simulators to the CTN of the Navy's Integrated Training Architecture (ITA). The contractor shall ensure that the interfaces between the software and firmware function properly, and that all related documentation is updated as required. Specifically, the contractor shall:

- a. Use GFI provided per Paragraph 6.0 (c, d, and f) to conduct the necessary development involved with the upgrade of the simulation interfaces external and internal to the CTN. The contractor shall ensure that the final product satisfies all TTWCS system requirements identified per GFI 6.0.i. In concert with this task, the contractor shall support System Requirement Review (SRR), Preliminary Design Review (PDR), and Critical Design Review (CDR) meetings held for CTN CMTpc CSCI.

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b. Use GFI provided per Paragraph 6.0 (a and h) to conduct the necessary development involved with the upgrade of CTN interfaces with both the Tactical Tomahawk Weapons Control System (TTWCS) and the personal computer Mission Data System (pcMDS).

c. Use GFI provided per Paragraph 6.0 (e and j) to upgrade test plans/procedures and conduct testing and evaluation of CMTpc software modules and interfaces to validate their compliance with allocated requirements identified per GFI 6.0k.

d. Use GFI provided per Paragraph 6.0.b to upgrade technical documentation required to support the CTN CMTpc interface design, development, and testing identified per GFI 6.0.f.

e. Use GFI provided per Paragraph 6.0(e and f) to upgrade test drivers required for use in development of the interfaces to CTN. These test drivers will be designed to model those systems with interfaces to CTN. Development of these simulations will enable accelerated development of CTN interface software. These interfaces are primarily Common Object Request Broker Architecture (CORBA) interfaces.

f. The contractor shall identify and, as required, procure tools necessary to complete the efforts discussed above. This shall include software development tools, configuration management tools, and infrastructure support software.

#### **4.1.1 Deliveries and Schedules**

Per Task 4.1.a, the CMTpc software upgrade shall be delivered in accordance with CDRL A001; upgrades to the TTWCS shall be delivered per CDRL A002; and meeting support materials shall be delivered per CDRL A003.

Per Task 4.1.b, upgrades to TTWCS and pcMDS Interface Requirements Specifications shall be delivered per CDRL A004.

Per Task 4.1.c, upgrades to the CMTpc Test Requirements Document shall be delivered per CDRL A005; upgrades to the TTWCS Test and Evaluation Plan shall be delivered per CDRL A006. ILSMIS Group 0320987 Enclosure (1) Page 3 of 4

Per Task 4.1.d, upgrades to CMTpc design, development and testing technical documentation shall be delivered per CDRL A007.

Per Task 4.1.e, upgrades to test drivers for CORBA and other CTN interfaces shall be delivered per CDRL A008.

Per Task 4.1.f, updates to the Software Development Plan shall be delivered per CDRL A009.

#### **4.1.2 Performance Standards**

All CTN systems and software engineering support conforms to guidelines provided in the Applicable Documents and Government Furnished Information sections of this SOW, (Paragraphs 3.0 and 6.0, respectively).

### **5.0 PROGRESS REPORTS**

The contractor shall provide and submit cost and performance data, on a monthly basis, in accordance with Clause C16S.

### **6.0 GOVERNMENT FURNISHED INFORMATION (GFI)**

The following information will be made available to the contractor for performance of this contract:

- a. Technical documentation for requirements, design, and operation of the CTN and the Integrated Training Architecture (ITA).
- b. Technical documentation for requirements, design and operation of the CMTpc.
- c. Tomahawk Weapon System Integrated Trainer Architecture (ITA) Concept of Operations (Draft), 2 June 2003
- d. Training Composite View for TTWCS, May 2003
- e. NUWC-CMTpc-003: Cruise Missile Trainer personal computer (CMTpc) Test Requirements Document

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- f. NUWC-CMTpc-007: Cruise Missile Trainer personal computer (CMTpc) Interface Design Document
- g. NUWC-CMTpc-008: Cruise Missile Trainer personal computer (CMTpc) User Guide
- h. NAVAIR Job Instruction JI-109 Twcs SDA TTWCS Software Design and Development Process Initial Issue 29 Sept 2009
- i. NAVAIR TTWCS-07-1982 Systems Engineering Plan (SEP) For the Tactical Tomahawk Weapons Control System (TTWCS) System Development Activity (SDA)
- j. Test and Evaluation Plan For The Tactical Tomahawk Weapons Control System (TTWCS) Cruise Missile Trainer Personal Computer (CMTpc) Computer Software Configuration Item (CSCI) Version 5.4.1, Increment 2 January, 2010
- k. Software Design Document (SDD) For The Tactical Tomahawk Weapons Control System (TTWCS) Cruise Missile Trainer Personal Computer (CMTpc) Computer Software Configuration Item (CSCI) Version 1.1 April, 2010

## 7.0 QUALITY OF SURVEILLANCE AND PERFORMANCE STANDARDS

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables.

Contractor performance will be evaluated based upon how well the services support the overall objectives defined in this Statement of Work. Specifically, performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated using the performance standards identified in the individual task paragraphs. Responsiveness will be evaluated based on the government experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based on the contractor's ability to manage to the negotiated costs.

## C16S COST AND PERFORMANCE REPORTING (OCT 2012)

- (a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into Wide Area Workflow (WAWF). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.
- (b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.
- (c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

### (1) Access:

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

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

### (2) Format.

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

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

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

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

b) Contractor's Performance Report:

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

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

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

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

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

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

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

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

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

(4) Submission and Approval.

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

b) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 59.

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

## **C23S FACILITIES (NOV 2010)**

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

(b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be



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

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

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

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

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

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

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

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

(d) The contractor shall ensure that each contractor employee who is resident at any NUWC DIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWC DIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: [http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001\\_2009%20Training.pdf](http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf)

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

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

a. The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in Attachment 2 to

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Directive-Type Memorandum (DTM) 08.027 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address:

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

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

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

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

#### **C55S SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA)**

(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/EIA Std. 12207.0;

(2) Contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans and Procedures in Table 1 of IEEE/EIA Std. 12207.1. 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/EIA Std. 12207 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

(5) Include the content defined by all information items listed in Table 1 of IEEE/EIA Std. 12207.1, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 4.2.3 of IEEE/EIA Std. 12207, 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/EIA Std. 12207.0, 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 section 6.5.3a of IEEE/EIA Std. 12207.1, 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 A009 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.

#### **C56S ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (MAR 2010)**

(a) Each Electronic and Information Technology (EIT) item or service provided under this order shall comply with the EIT Accessibility Standards listed below:



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- 36 C.F.R. § 1194.21 - Software applications and operating systems
- 36 C.F.R. § 1194.24 - Video and multimedia products
- 36 C.F.R. § 1194.31 - Functional Performance Criteria
- 36 C.F.R. § 1194.41 – Information, Documentation, and Support

(b) The Contractor shall provide a Voluntary Product Accessibility Template (VPAT) for items or a Government Product/Service Accessibility Template (GPAT) for service to document compliance with the indicated Section 508 Standards.

Please refer to <http://www.itic.org/index.php?submenu=Resources&submenu=Resources&src=gendocs&ref=vpat&category=resources> or <http://www.buyaccessible.gov/> for more information on VPATs and GPATs or contact <http://www.access-board.gov/contact.htm> or [www.gsa.gov/section508](http://www.gsa.gov/section508)

(c) The Contractor shall comply with the VPAT or GPAT document submitted. If the Contracting Officer determines that any item or service delivered under this order does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the order, the Government will have the rights and remedies contained in the basic contract.

#### **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

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attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

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

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

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

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

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

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

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

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

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other 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

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delivered, to the extent possible.

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

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

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

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

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

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

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

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

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

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

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

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request, such as Federal or Military Specifications, and Standard Drawings, etc.

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

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

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

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

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

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

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

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this

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contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

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

(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

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

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

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

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

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

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

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

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

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

(a) Definitions.

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

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

(b) Requirements.

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

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

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



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Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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

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

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

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## SECTION D PACKAGING AND MARKING

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

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

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

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

\_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_

(Name of Requiring Activity)

\_\_\_\_\_

(City and State)



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## **SECTION E INSPECTION AND ACCEPTANCE**

### **52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (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.

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

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

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4100	10/1/2013 - 11/30/2013
6100	10/1/2013 - 11/30/2013
7200	12/1/2013 - 9/30/2014
7300	10/1/2014 - 9/25/2015
7400	9/26/2015 - 9/25/2016
7401AA	9/26/2015 - 9/25/2016
7401AB	9/26/2015 - 9/25/2016
7401AC	11/16/2015 - 9/25/2016
7401AD	12/11/2015 - 9/25/2016
9200	12/1/2013 - 9/30/2014
9300	10/1/2014 - 9/25/2015
9400	9/26/2015 - 9/25/2016
9401AA	9/26/2015 - 9/25/2016
9401AB	9/26/2015 - 9/25/2016
9401AC	11/16/2015 - 9/25/2016

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

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

CLIN	Funding Type	Base or Option *	Performance Period
4100/6100	All	Base	10/1/2013 - 11/30/2013
7200/9200	All	Option 1	12/01/2013-09/30/2014
7300/9300	All	Option 2	10/01/2014-09/25/2015
7400/9400	All	Option 3	09/26/2015-09/25/2016

OPN, OMN, SCN and RDTE Funding is approved for use on this task order

\* If option is exercised. NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will modify the schedule. The option's performance timeframe shall be adjusted to correlate to the timeframe commensurate with the exercise of the option for a period not to exceed 12 months. The overall Period of Performance of this task order shall not exceed five (5) yrs from the effective date of the task order.

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

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

### F30S PLACE OF PERFORMANCE (APR 2005)

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

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## SECTION G CONTRACT ADMINISTRATION DATA

### NOTE TO THE PAYMENT OFFICE FOR LINE ITEMS UNDER CLINS 7100/9100, 7200/9200, and 7300/9300

#### 252.204.7108 (d)(12) Other.

(a) The award document includes Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the SubCLIN (SLIN) level. Accounting for expenditures and invoicing at the SLIN level is required.

(b) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable, and it is critical that the Paying Office pay in accordance with the accounting classification reference numbers (ACRNs) and SLINs noted on the contractor's invoices. To do otherwise, could result in a misappropriation of funds.

(c) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific ACRNs and SLIN numbers shown on each individual invoice, including attached data.

### NOTE TO THE PAYMENT OFFICE FOR LINE ITEMS UNDER CLINS 7400/9400

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

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

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based

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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).

\_\_\_\_\_ Not applicable \_\_\_\_\_

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

\_\_\_\_\_ Not applicable \_\_\_\_\_

(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	N66604
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)	N66604
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA47F
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 “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

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[patricia.pelton@navy.mil](mailto:patricia.pelton@navy.mil)

(g) WAWF point of contact.

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

**Jerry Palmer at (401)832-4964 or [gerard.palmer@navy.mil](mailto:gerard.palmer@navy.mil)**

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

#### **HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)**

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

(1) *Line item specific: single funding.* If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

(2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(3) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

(4) *Line item specific: by fiscal year.* If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(5) *Line item specific: by cancellation date.* If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing

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funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) *Line item specific: proration.* If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(7) *Contract-wide: sequential ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(8) *Contract-wide: contracting officer specified ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(9) *Contract-wide: by fiscal year.* The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(10) *Contract-wide: by cancellation date.* The payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(11) *Contract-wide: proration.* The payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

(12) *Other.* If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions—

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration office.

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

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

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another Contracting Officer at any time.

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

(c) The Contracting Officer is:

Name: Jessica Shields  
Telephone: Commercial 401-832-4831; DSN 432-4831  
Fax Commercial: 401-832-4820; DSN: 432-4820  
Email: [jessica.shields@navy.mil](mailto:jessica.shields@navy.mil)

(d) The Task Order Negotiator is:

Name: Adam Tuchman  
Telephone: Commercial 401-832 -1909; DSN 432-1909  
Fax Commercial: 401-832-4820; DSN: 432-4820  
Email: [adam.tuchman@navy.mil](mailto:adam.tuchman@navy.mil)

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

Name: Stephen Stewart  
Telephone Commercial: 401-832-7372; DSN: 432-7372  
Fax Commercial: 401-832-4820; DSN: 432-4820  
Email: [stephen.g.stewart@navy.mil](mailto:stephen.g.stewart@navy.mil)

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

Name: Patricia Pelton  
Code: 2516  
Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building:  
1171 Room: C2-30, Newport, RI 02841  
Telephone: Commercial 401-832-3153; DSN 432-3153

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

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

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

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

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

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

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

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

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

Name: [REDACTED]  
[REDACTED]  
Mailing Address: [REDACTED]  
E-Mail Address: [REDACTED]  
Telephone: [REDACTED]  
Fax: [REDACTED]

Accounting Data

SLINID	PR Number	Amount
410001	1300382268	28500.00
LLA :		
AA 97X4930 NH6A 252 77777 0 050120 2F 000000 A10001957265		
410002	1300382268	16000.00
LLA :		
AB 97X4930 NH6A 252 77777 0 050120 2F 000000 A20001957265		
410003	1300382268	30000.00
LLA :		
AC 97X4930 NH6A 252 77777 0 050120 2F 000000 A30001957265		
410004	1300382268	10000.00
LLA :		
AD 97X4930 NH6A 252 77777 0 050120 2F 000000 A40001957265		
610001	1300382268	500.00
LLA :		
AA 97X4930 NH6A 252 77777 0 050120 2F 000000 A10001957265		

BASE Funding 85000.00  
Cumulative Funding 85000.00

MOD 01

720001	1300387080	49500.00
LLA :		
AE 97X4930 NH6A 252 77777 0 050120 2F 000000 A30001999269		
720002	1300390001	100000.00
LLA :		
AF 97X4930 NH6A 252 77777 0 050120 2F 000000 A10002023071		
920001	1300387080	500.00
LLA :		
AE 97X4930 NH6A 252 77777 0 050120 2F 000000 A30001999269		



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MOD 01 Funding 150000.00  
Cumulative Funding 235000.00

MOD 02

720003 130040146300001 53000.00  
LLA :  
AG 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002106811

720004 130040146300002 46400.00  
LLA :  
AH 97X4930 NH6A 252 77777 0 050120 2F 000000 A10002106811

720005 130040172400001 25000.00  
LLA :  
AJ 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002108944

720006 130040179900001 37300.00  
LLA :  
AK 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002110291

MOD 02 Funding 161700.00  
Cumulative Funding 396700.00

MOD 03

720007 130041880700001 75000.00  
LLA :  
AL 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002243608

720008 130041925300001 125000.00  
LLA :  
AM 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002245925

720009 130041925400001 25000.00  
LLA :  
AN 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002245926

720010 130041925400002 25000.00  
LLA :  
AP 97X4930 NH6A 252 77777 0 050120 2F 000000 A10002245926

MOD 03 Funding 250000.00  
Cumulative Funding 646700.00

MOD 04

720009 130041925400001 (15000.00)  
LLA :  
AN 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002245926

720010 130041925400002 (25000.00)  
LLA :  
AP 97X4930 NH6A 252 77777 0 050120 2F 000000 A10002245926

MOD 04 Funding -40000.00  
Cumulative Funding 606700.00

MOD 05

730001 130043825400001 60000.00  
LLA :  
AQ 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002385394

730002 130044645600001 14500.00  
LLA :  
AR 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002438590

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730003 130044645600002 25000.00  
 LLA :  
 AS 97X4930 NH6A 252 77777 0 050120 2F 000000 A10002438590

930001 130044645600003 500.00  
 LLA :  
 AR 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002438590

MOD 05 Funding 100000.00  
 Cumulative Funding 706700.00

MOD 06

410002 1300382268 (1914.47)  
 LLA :  
 AB 97X4930 NH6A 252 77777 0 050120 2F 000000 A20001957265

410003 1300382268 (428.18)  
 LLA :  
 AC 97X4930 NH6A 252 77777 0 050120 2F 000000 A30001957265

410004 1300382268 (3510.62)  
 LLA :  
 AD 97X4930 NH6A 252 77777 0 050120 2F 000000 A40001957265

610001 1300382268 (500.00)  
 LLA :  
 AA 97X4930 NH6A 252 77777 0 050120 2F 000000 A10001957265

MOD 06 Funding -6353.27  
 Cumulative Funding 700346.73

MOD 07

730004 130046182400001 42500.00  
 LLA :  
 AT 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002588146

730005 130046182400002 40000.00  
 LLA :  
 AU 97X4930 NH6A 252 77777 0 050120 2F 000000 A40002588146

730006 130046182400003 19717.00  
 LLA :  
 AV 97X4930 NH6A 252 77777 0 050120 2F 000000 A30002588146

MOD 07 Funding 102217.00  
 Cumulative Funding 802563.73

MOD 08

730007 130047258700001 70000.00  
 LLA :  
 AW 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002681257

730008 130047258800001 25000.00  
 LLA :  
 AX 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002681259

730009 130047258900001 43000.00  
 LLA :  
 AY 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002681260

930002 130047258700002 5000.00  
 LLA :  
 AW 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002681257

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MOD 08 Funding 143000.00  
Cumulative Funding 945563.73

MOD 09

730010 130049571600001 43500.00  
LLA :  
AZ 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002854493

930003 130049571600002 3000.00  
LLA :  
AZ 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002854493

MOD 09 Funding 46500.00  
Cumulative Funding 992063.73

MOD 10

730011 130050180300001 100000.00  
LLA :  
BA 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002897749

MOD 10 Funding 100000.00  
Cumulative Funding 1092063.73

MOD 11

730012 130051704100001 20000.00  
LLA :  
BB 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002997893

MOD 11 Funding 20000.00  
Cumulative Funding 1112063.73

MOD 12

730013 130050516300004 49614.00  
LLA :  
BC 1751319 15A9 255 SH500 0 050120 2D 000000 A30002918925  
RCP# N0002415WX02392, ACRN AA

MOD 12 Funding 49614.00  
Cumulative Funding 1161677.73

MOD 13 Funding 0.00  
Cumulative Funding 1161677.73

MOD 14

730014 130052102600001 38000.00  
LLA :  
BD 97X4930 NH6A 255 77777 0 050120 2F 000000 A00003024453

MOD 14 Funding 38000.00  
Cumulative Funding 1199677.73

MOD 15

7401AA 130052150000003 30000.00  
LLA :  
BE 97X4930 NH6A 255 77777 0 050120 2F 000000 A10003026693

7401AB 130052155900001 45000.00  
LLA :  
BF 97X4930 NH6A 255 77777 0 050120 2F 000000 A00003027105

9401AA 130052150000004 1500.00

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LLA :  
BE 97X4930 NH6A 255 77777 0 050120 2F 000000 A10003026693

9401AB 130052155900002 1500.00

LLA :  
BF 97X4930 NH6A 255 77777 0 050120 2F 000000 A00003027105

MOD 15 Funding 78000.00  
Cumulative Funding 1277677.73

MOD 16

7401AC 130053646200001 52500.00

LLA :  
BG 97X4930 NH6A 257 77777 0 050120 2F 000000 A00003164692

9401AC 130053646200002 1500.00

LLA :  
BG 97X4930 NH6A 257 77777 0 050120 2F 000000 A00003164692

MOD 16 Funding 54000.00  
Cumulative Funding 1331677.73

MOD 17

7401AD 130053956900001 153000.00

LLA :  
BH 97X4930 NH6A 252 77777 0 050120 2F 000000 A00003192498

MOD 17 Funding 153000.00  
Cumulative Funding 1484677.73

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 22,635 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended evenly over the period of performance. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the

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period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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

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

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

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

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

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

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

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

**5252.232-9104 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

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period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	TOTAL AMOUNT ALLOTTED	ESTIMATED PERIOD OF PERFORMANCE
410001			\$28,500.00	10/01/13-11/30/13
410002			\$16,000.00	10/01/13-11/30/13
410003			\$30,000.00	10/01/13-11/30/13
410004			\$10,000.00	10/01/13-11/30/13
610001	\$500.00		\$500.00	10/01/13-11/30/13
720001			\$49,500.00	Effective date of modification 01 - 09/30/14
720002			\$100,000.00	Effective date of modification 01 - 09/30/14
920001	\$500.00	\$0.00	\$500.00	Effective date of modification 01 - 09/30/14
720003			\$53,000.00	Effective date of modification 02 - 09/30/14
720004			\$46,400.00	Effective date of modification 02 - 09/30/14
720005			\$25,000.00	Effective date of modification 02 - 09/30/14
720006			\$37,300.00	Effective date of modification 02 - 09/30/14
720007			\$75,000.00	Effective date of modification 03 - 09/30/14
720008			\$125,000.00	Effective date of modification 03 - 09/30/14
720009			\$25,000.00	Effective date of modification 03 - 09/30/14
720010			\$25,000.00	Effective date of modification 03 - 09/30/14
720009			(\$15,000.00)	N/A
720010			(\$25,000.00)	N/A
730001			\$60,000.00	10/01/14 - 09/30/15
730002			\$14,500.00	10/01/14 - 09/30/15
730003			\$25,000.00	10/01/14 - 09/30/15
930001	\$500.00	\$0.00	\$500.00	10/01/14 - 09/30/15
410002			\$(1,914.47)	N/A
410003			\$(428.18)	N/A
410004			\$(3,510.62)	N/A
610001	\$(500.00)	\$(0.00)	\$(500.00)	N/A

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730004	██████████	██████████	\$42,500.00	Effective Date of modification 07 - 09/30/15
730005	██████████	██████████	\$40,000.00	Effective Date of modification 07 - 09/30/15
730006	██████████	██████████	\$19,717.00	Effective Date of modification 07 - 09/30/15
730007	██████████	██████████	\$70,000.00	Effective Date of modification 08 - 09/30/15
730008	██████████	██████████	\$25,000.00	Effective Date of modification 08 - 09/30/15
730009	██████████	██████████	\$43,000.00	Effective Date of modification 08 - 09/30/15
930002	\$5,000.00	\$0.00	\$5,000.00	Effective Date of modification 08 - 09/30/15
730010	██████████	██████████	\$43,500.00	Effective Date of modification 09 - 09/30/15
930003	\$3,000.00	\$0.00	\$3,000.00	Effective Date of modification 09 - 09/30/15
730011	██████████	██████████	\$100,000.00	Effective date of modification 10 - 09/30/15
730012	██████████	██████████	\$20,000.00	Effective date of Modification 11-09/30/15
730013	██████████	██████████	\$49,614.00	Effective date of Modification 12-9/30/2015
730014	██████████	██████████	\$38,000.00	Effective date of Modification 14-9/30/2015

(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 7401AA, 7401AB, 7401AC, 7401AD, 9401AA, 9401AB and 9401AC 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.



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

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

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

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

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

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

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

**5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

**5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-REIMBURSEMENT)  
COST TYPE (SEP 2009)**

(a) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the

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estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

#### DESCRIPTION AND IDENTITY OF FACILITIES

Office space in Bldg. 1371, Floor 1; 3 desks; 3 chairs; 3 Dell PCs; access to 411 local area network; access to software provided with GFE PCs. Software includes Microsoft Office, Visual Studio and Adaptive Server Enterprise 12.5.

(c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

\*(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

#### ADDITIONAL ITEMS OF FACILITIES

None.

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved.

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

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

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## **SECTION I CONTRACT CLAUSES**

### **52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

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

**52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT  
(DEC 2010)**

**52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)**

**52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**

**52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)**

**52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)**

**52.246-23 LIMITATION OF LIABILITY (FEB 1997)**

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS  
(SEP 2011)**

**252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)**

**252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION  
(NOV 2013)**

**252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS  
(DEC 2010)**

**252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS  
MATERIALS (APR 1993)**

**252.225-7013 DUTY-FREE ENTRY (DEC 2009)**

**252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE  
RESTRICTIONS (JAN 2011)**

**252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)**

**252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)**

**252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)**

**252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)**

**252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011)**

**252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)**

**52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY  
MATTERS (JAN 2011)**

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(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 Central Contractor Registration database at <http://www.ccr.gov> .

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will 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) (i) 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.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

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

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

Option	CLINs	Fund Type	Exercise Date- No Later
Option 1	7200 & 9200	All	10/1/2014
Option 2	7300 & 9300	All	10/1/2015
Option 3	7400 & 9400	All	10/1/2016

(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 three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

**52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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

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MANAGEMENT WEBSITES -

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

and

OFFICE OF PERSONNEL MANAGEMENT:

<http://www.opm.gov/OCA/10tables/index.asp>

### **52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

#### Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

### **52.244-2 SUBCONTRACTS (OCT 2010)**

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Any new additional subcontracts not approved in the original task order award.

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

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A: Contract Data Requirements List, DD Form 1423

Attachment 1: Contract Security Classification Specification DD Form 254

Attachment 2: Task Order Administration Plan

Attachment 3: Quality Assurance Surveillance Plan (QASP)

Attachment 4: Government Property Made Available