

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES	
	U	1	2

2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 08-May-2014	4. REQUISITION/PURCHASE REQ. NO. 1300240668-990	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  
andrew.c.nagelhout@navy.mil 401-832-3844

DCMA Manassas  
10500 BATTLEVIEW PARKWAY, SUITE 200  
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) GSTEK INC 1100 Madison Plaza, Suite A Chesapeake VA 23320-5201	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7737-N401
	10B. DATED (SEE ITEM 13) 07-May-2014
CAGE CODE 00HY8	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Andrew C Nagelhout, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Andrew C Nagelhout (Signature of Contracting Officer)	08-May-2014

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

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## GENERAL INFORMATION

**Distribution: KR, 0221, DFAS-HQ0338, J. Bardine/73,**

FSC: R425

NUWCDIVNPT Control #: 142133

NUWCDIVNPT Requisition #(s): 1300317813-990

NUWCDIVNPT POC: Andrew Nagelhout (See cover page for e-mail address and telephone number.)

The purpose of this modification is to include a revised DD 254 to correct the task order number and contractor's address.

**SECTION J** - The DD 254 attachment is removed and replaced with a revised version dated 5/8/14.

All other task order terms and conditions remain unchanged.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	R425	NOT USED BECAME 7100 (Fund Type - TBD)	0.0	EA	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6100	R425	NOT USED BECAME 9100 (Fund Type - TBD)	1.0	LO	\$0.00

For Cost Type Items:

7000	SESEF	Engineering Support Services					\$0.00
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	Base Year (OMN, OPN, SCN, FMS, and OGVT) (Fund Type - TBD)	21382.0	HR	\$907,736.00	\$64,596.00	\$972,332.00
7101						\$210,000.00	
7101AA	R425	AA \$5,000.00 FY of funding: 2013 Type of funds: OPN Customer Code:7313 Sponsor: 05H3 TI#:01 (OPN)	1100.0	HR	\$46,678.00	\$3,322.00	\$50,000.00
7101AB	R425	AB \$1,000.00 FY of funding: 2014 Type of funds: SCN Customer Code: 7313 Sponsor: PEOSHIPs	220.0	HR	\$9,336.00	\$664.00	\$10,000.00

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TI#:05 (SCN)

7101AC R425	AC \$30,000.00	660.0	HR	\$28,007.00	\$1,993.00	\$30,000.00
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FY of funding:  
NA,  
Non-appropriated  
fund  
Type of funds:  
FMS (TW-P-LEJ)  
Customer Code:  
7313  
Sponsor: FMS-PEO

TI#:04  
(FMS Case #TW-P-L  
EJ)

7101AD R425	AD \$70,000.00	1539.0	HR	\$65,350.00	\$4,650.00	\$70,000.00
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FY of funding:  
2014  
Type of funds:  
OMN  
Customer Code:  
7313  
Sponsor: 05H3  
TI#:02 (O&MN,N)

7101AE R425	AE \$50,000.00	1099.0	HR	\$46,678.00	\$3,322.00	\$50,000.00
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FY of funding:  
2014  
Type of funds:  
OMN  
Customer Code:  
7313  
Sponsor: 05H3  
TI#:03 (Fund Type  
- OTHER)

7200 R425	Option 1 (OMN, OPN, SCN, FMS, and OGVT) (Fund Type - TBD) Option	26000.0	HR	\$1,133,587.18	\$80,667.50	\$1,214,254.68
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7300 R425	Option 2 (OMN, OPN, SCN, FMS, and OGVT) (Fund Type - TBD) Option	26000.0	HR	\$1,164,194.04	\$82,845.53	\$1,247,039.57
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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9000		Prime and			\$0.00

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Subcontractor  
Travel and  
Materials (with  
burdens, no fee)

9100	R425	ODC in support of CLIN 7100 (Fund Type - TBD)	1.0	LO	\$209,750.00
9101					\$20,250.00
9101AA	R425	AA \$5,000.00 FY of funding: 2013 Type of funds: OPN Customer Code:7313 Sponsor: 05H3 TI#:01 (OPN)	1.0	LO	\$5,000.00
9101AB	R425	AB \$1,000.00 FY of funding: 2014 Type of funds: SCN Customer Code: 7313 Sponsor: PEOSHIPs  TI#:05 (SCN)	1.0	LO	\$1,000.00
9101AC	R425	AC \$3,000.00 FY of funding: NA, Non-appropriated fund Type of funds: FMS (TW-P-LEJ) Customer Code: 7313 Sponsor: FMS-PEO  TI#:04 (FMS Case #TW-P-L EJ)	1.0	LO	\$3,000.00
9101AD	R425	AD \$6,250.00 FY of funding: 2014 Type of funds: OMN Customer Code: 7313 Sponsor: 05H3 TI#:02 (O&MN,N)	1.0	LO	\$6,250.00
9101AE	R425	AE \$5,000.00	1.0	LO	\$5,000.00

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FY of funding:  
2014  
Type of funds:  
OMN  
Customer Code:  
7313  
Sponsor: 05H3  
TI#:03 (Fund Type  
- OTHER)

9200 R425 ODC in support of 1.0 LO \$265,000.00  
CLIN 4200 (Fund  
Type - TBD)  
Option

9300 R425 ODC in support of 1.0 LO \$300,000.00  
CLIN 4300 (Fund  
Type - TBD)  
Option

FEE TABLE (JUL 2012)

Labor CLIN	Labor Hours	Estimated Cost	Fixed Fee	Total	Fee Rate Per Hour	Fee Percentage
7100	21,382	\$907,736	\$64,596	\$972,332	\$3.02	7.12%
7101AA	1,100	\$46,678	\$3,322	\$50,000	\$3.02	7.12%
7101AB	220	\$9,336	\$664	\$10,000	\$3.02	7.12%
7101AC	660	\$28,007	\$1,993	\$30,000	\$3.02	7.12%
7101AD	1,539	\$65,350	\$4,650	\$70,000	\$3.02	7.12%
7101AE	1,099	\$46,678	\$3,322	\$50,000	\$3.02	7.12%
7200	26,000	\$1,133,587.18	\$80,667.50	\$1,247,039.57	\$3.10	7.12%
7300	26,000	\$1,164,194.04	\$82,845.53	\$1,247,039.57	\$3.19	7.12%

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

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

**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-2-0010 NOTE (OPTION)**

**NOTE B** - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

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

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

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

**HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)**

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

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

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

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

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

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

This entire contract is cost type.

**B13 SUPPLIES/SERVICES AND PRICES - CPFF TERM (JAN 1999)**

This is a Cost Plus Fixed Fee (Term) contract. The Contractor shall perform the work specified below and in Section C. For work performed hereunder, the Contractor shall be reimbursed in accordance with the provisions of the clauses herein entitled, Allowable Cost and Payment (FAR 52.216-7) and Fixed Fee (FAR 52.216-8).

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### 1.0 BACKGROUND

The Shipboard Electronic System Evaluation Facility (SESEF) sites were established in the 1950s to provide naval shipyards with a means to assess the material readiness of shipboard systems following post-overhaul and maintenance efforts. The SESEF mission was expanded in the late 1970s to include fleet operational readiness support. With a focus on keeping pace with the evolving technology of shipboard electronic equipment, a formal upgrade program was established in 1987. Today, the improved SESEF testing capabilities provide a greatly increased diversity of systems that can be tested while reducing test time.

In addition to conducting operability testing, the SESEF program is required to provide a dependable, convenient, and technically capable source for real-time electromagnetic signal analysis in an operational environment. To better service the Fleet's needs, SESEF is planning to upgrade existing, and develop new, test systems and test procedures, specialized equipment, and maintain an inventory of unique spare parts to support these test systems. This will permit SESEF to provide an increasing benefit to Fleet users.

1.1 This task order supports the following:

- NUWCDIVNPT Codes as follows: 7313
- Program offices as follows: N/A

1.2 This task order supports a variety of projects/programs across the Warfare Center as follows:

- ULM-4 Electronic Warfare Test Set
- Tactical Air Navigation (TACAN) Test Set
- Identification Friend or Foe (IFF) Test Set
- Link 11/16 Test Sets
- High/Very High/Ultra High Frequency Communications Test Systems
- High Frequency and Ultra High Frequency Teletype (TTY) Test Systems
- Radar tracking systems
- Antenna Radiation Pattern Measurement Systems (Communication/Radar)
- Universal Radar Moving Target Transponder (URMTT)
- Radar Cross Section Measurement System
- Ship Heading Transponder (including shipboard installation/removal)
- Radio Direction Finding Test Set (RDFTS)
- Enhanced Shipboard Electromagnetic Evaluation and Measurement System (ESEEMS)

1.3 This task order will be funded with OMN, SCN, FMS, OPN, and OGVF funds.

1.4 Currently, SESEF sites are located in the areas of USN Fleet concentrations, as listed below:

- SESEF Norfolk, located on the Joint Expeditionary Base Little Creek Fort Story (JEB LCFS), Virginia Beach, VA
- SESEF Mayport, located on Naval Station Mayport, FL
- SESEF San Diego, located on Point Loma Federal Annex, CA
- SESEF PACNORWEST, located on the Ediz Hook USCG Station, Port Angeles, WA
- SESEF Hawaii, located on the USCG Annex, Barbers Point, HI
- SESEF Yokosuka, located on Naval Station Yokosuka, Japan
- SESEF Mobile Test Van, "home-ported" at SESEF Mayport
- Kaohsiung Taiwan - The SESEF program also provides technical support (via the Foreign Material Sales – Follow-on Technical Support (FMS-FOTS) program within NAVSEA) for the Enhanced Shipboard Electromagnetic Evaluation and Measurement System (ESEEMS), located in Kaohsiung Taiwan.

#### 2.0 SCOPE

The contractor shall perform work in the areas of:

- Operation and maintenance of SESEF specialized test systems
- Operation and maintenance of standard operational equipment
- Development of enhancements of SESEF test systems



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- Maintenance of printing capabilities for SESEF test systems
- Development and analysis of new test systems;
- Engineering and design investigations of problems encountered with existing systems;
- Preparation of engineering documentation that supports assigned systems;
- Fabrication, assembly, installation and testing of pre-prototype and prototype hardware in land based test sites;
- Creation of presentation materials

SESEF (Code 7313) is responsible for the following test systems/programs:

- ? ULM-4 Electronic Warfare Test Set
- ? Tactical Air Navigation (TACAN) Test Set
- ? Identification Friend or Foe (IFF) Test Set
- ? Link 11/16 Test Sets
- ? High/Very High/Ultra High Frequency Communications Test Systems
- ? High Frequency and Ultra High Frequency Teletype (TTY) Test Systems
- ? Radar tracking systems
- ? Antenna Radiation Pattern Measurement Systems (Communication/Radar)
- ? Universal Radar Moving Target Transponder (URMTT)
- ? Radar Cross Section Measurement System
- ? Ship Heading Transponder (including shipboard installation/removal)
- ? Radio Direction Finding Test Set (RDFTS)

### 3.0 APPLICABLE DOCUMENTS

The contractor shall use appropriate in-house procedures and industry standards in lieu of Government specifications and standards during the performance of this contract whenever possible. In the event non-Government standards and specifications do not exist, or are inadequate, the contractor may use Government standards and specifications (tailored as appropriate) if their use is cost-effective and kept to a minimum. Exceptions would be whenever Government standards or specifications are specifically required for a particular task. The following are applicable standards and specifications in effect on date of Request for Proposal.

#### Government Specifications and Standards

- 3.1 MIL-STD-31000 Technical Data Packages, General Specifications for Standards
- 3.2 MIL-DTL-24784C Manual, Technical, General Acquisition and Development Requirements
- 3.3 MIL-STD-1686C Electrostatic Discharge Control Program for Protection of Electrical and Electronic Parts, Assemblies and Equipment
- 3.4 NUWC DIVNPTINST 5090.3D Hazardous Material Control Program
- 3.5 NUWC DIVNPTINST 5100.5B Occupational Safety and Health (OSH) Program
- 3.6 29 CFR 1910.1200, Occupational Safety and Health Standards for General Industry, Hazard Communication
- 3.7 SESEF Shipboard Test Execution Manual (STEM) (STEM3\_15-2006)
- 3.8 Generic technical documentation for newly developed systems

### 4.0 REQUIREMENTS

The contractor shall perform the following tasks in accordance with paragraphs 3.2, 3.3, 3.4, 3.5, 3.6, and 3.21.1 of the basic Seaport contract, Technical Instructions (TI) issued by the Contracting Officer's Representative and reviewed for concurrence by the Contracting Officer, applicable documents (3.0) and Government Furnished Information (GFI) (6.0). Applicable documents and GFI will be identified in the applicable technical instructions. The Government will provide GFI schedules (6.10) to the Contractor's STR electronically. All work will be assigned via GFI 6.0 work schedules as defined in 4.1.3.

#### 4.1 Operational Support

4.1.1 In accordance with TIs, GFI (6.1) and applicable documents (3.7) the contractor shall operate the electronic equipment, support equipment, and test systems at SESEF including:

- Radar, Tactical Air Navigation (TACAN)
- Identification Friend or Foe (IFF)
- Tactical Data Links (LINK 4A, 11, 16)
- Air Defense Systems Integrator (ADSI)
- Antenna Radiation Pattern (ARP)

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- Measurement, Electronic Warfare (EW)
- Radar Cross Section (RCS)
- High Frequency (HF)
- Very High Frequency (VHF)
- Ultra High Frequency (UHF)
- Teletype (TTY) systems
- Satellite (SAT) Communications systems.

4.1.2 In accordance with TIs, GFI (6.2, 6.5, and 6.8) and applicable documents (3.7) the contractor shall conduct testing of operational Fleet units using the electronic test systems provided via TIs and GFI (6.10) as listed in 4.1.1. The contractor shall conduct evaluations of radiated signals and signal patterns. The contractor shall provide real-time verbal feedback to the unit under test based on the evaluations, and enter the results, post-test, into the established, Government provided SESEF Test Database.

Deliverable Products Applicable to 4.1.2:

The contractor shall deliver a Technical Report IAW CDRL A001

4.1.3 In accordance with TIs and associated GFI (6.10), the contractor shall answer scheduling and operations calls, provide requested test information to the Government, verify (using current test schedule) availability to support requested testing, and schedule test as tentative. The contractor shall consider testing (IAW 4.1.2) approved when the Government adds the test event to the schedule.

#### 4.2 Maintenance Support

4.2.1 In accordance with TIs, GFI (6.4, 6.5, 6.6 and 6.7) and applicable documents (3.3 and 3.5) the contractor shall maintain and repair the electronic equipment, support equipment, and test systems at SESEF including:

- Radar, Tactical Air Navigation (TACAN)
- Identification Friend or Foe (IFF)
- Tactical Data Links (LINK 4A, 11, 16)
- Air Defense Systems Integrator (ADSI)
- Antenna Radiation Pattern (ARP)
- Measurement, Electronic Warfare (EW)
- Radar Cross Section (RCS)
- High Frequency (HF)
- Very High Frequency (VHF)
- Ultra High Frequency (UHF)
- TTY systems
- Satellite (SAT) Communications systems.

4.2.2 In accordance with TIs, GFI (6.4, 6.5, and 6.6) and applicable documents (3.3 and 3.5) the contractor shall maintain the hardware components associated with the equipments listed in 4.2.1 and detailed in Government Furnished Property List (GFP) attached to the task order, including outside antennas, couplers, pedestals, rotators, and control devices.

4.2.3 In accordance with TIs, GFI (6.11) and applicable documents (3.3 and 3.5) the contractor shall conduct site inspections of all external cabling, wave guides and weatherized connectors, documenting discrepancies and making on the spot repairs. Each inspection (site visit) is expected to take approximately three (3) days and will require access to connections at heights up to 125 feet. The contractor shall conduct the inspections at locations per 1.0 of the SOW which the Government will identify in the TIs.

Deliverable Products Applicable to 4.2.3:

The contractor shall deliver a Technical Report IAW CDRL A002

#### 4.3 Database Support

4.3.1 In accordance with TIs, GFI (6.12) and applicable documents (3.1 and 3.7) the contractor shall maintain, update and configure the Microsoft Office SharePoint Server (MOSS) database application, which is provided by the Government, in support of SESEF objectives.

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4.3.2 In accordance with TIs, GFI (6.12) and applicable documents (3.1 and 3.7) the contractor shall develop enhancements to the SESEF database including; complex queries, user administration, user security controls, data input methods, and operator interfaces. As part of this requirement, the contractor shall report the type of manipulations required in a Technical Report.

4.3.3 The contractor shall develop and maintain a Software Development Plan in accordance with Clause HQ C-2-0065 of the task order. In some cases the contractor may have to update a Software Development Plan (GFI) based on changes that are to be incorporated in to a particular system through Specification Changes, ECP and Conversion Requirements (All GFI).

**Deliverable Products Applicable 4.3:**

The contractor shall deliver a Technical Report IAW CDRL A003

The contractor shall deliver a Software Development Plan IAW CDRL A006

**4.4 Test System Development Support**

4.4.1 In accordance with TIs, GFI (6.13) and applicable documents (3.8) the contractor shall develop design modifications to existing SESEF test systems, update SESEF testing documentation, develop associated presentation and training material, and provide logistic support recommendations associated with recommended modifications.

4.4.2 In accordance with TIs, GFI (6.13) and applicable documents (3.8) the contractor shall investigate technical approaches, verify interface inter-operability, and evaluate technical performance of prototype test systems under both controlled conditions and in representative operational environments.

4.4.3 In accordance with TIs, GFI (6.13) and applicable documents (3.8) the contractor shall fabricate, test, and evaluated developmental test and evaluation system upgrades as requested (and designed) by SESEF (GOVT) engineers IAW related Technical Instructions.

4.4.4 In accordance with TIs, GFI (6.13) and applicable documents (3.8) the contractor shall conduct systems analysis and provide recommendations and assessments on methods for improving program subsystems and the related range systems to meet the evolving test requirements.

**Deliverable Products Applicable to 4.4:**

The contractor shall deliver a Technical Report IAW CDRL A004

The contractor shall deliver Presentation Material IAW CDRL A005

**5.0 PROGRESS REPORTS**

The contractor shall deliver monthly cost and performance reports in accordance with the basic contract Clause C16S Cost and Performance Reporting.

**6.0 Government Furnished Information (GFI)**

GFI which is applicable to the work to be performed under this Task Order is listed below. GFI shall be provided as it applies to the platforms and systems identified.

6.1 SESEF STEM (Shipboard Test Execution Manual)

6.2 SESEF Communications Test Procedures

6.3 SESEF LINK 11/16 Test Procedures

6.4 AN/WSC-3(V) Technical Manual

6.5 ULM-4 Operation and Maintenance Manual

6.6 Radar Service Manual

6.7 Sunair Communications System Technical Manual

6.8 TACAN Test Set Operations

6.9 ESEEMS Operations and Maintenance Manual

6.10 Test and evaluation schedules

6.11 SESEF Site antenna configurations

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6.12 SESEF MOSS Database Operations Manual

6.13 Development documentation of new test systems and/or modifications of existing capabilities

## 7.0 Quality Assurance 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.

The Government will evaluate contractor performance in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in the attached performance requirements summary table and applicable documents and GFI in Section 6.0. The Government will evaluate responsiveness based upon the Government experience interacting with the Contractor during performance. The Government will evaluate timeliness based on the Contractor's ability to meet CDRL schedules with minimal variance. The Government will evaluate cost based upon the Contractor's ability to manage to the negotiated costs.

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

#### **HQ C-1-0001 ITEMS: 4000 & 7000 Series CLINs - DATA REQUIREMENTS (NAVSEA)(SEP 1992)**

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

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

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

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

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

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

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(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 delivered, to the extent possible.

**HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)**

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

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

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

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

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

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

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

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

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

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

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

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

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

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving

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

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

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

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

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

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

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

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

(a) Definitions.

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

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

(b) Requirements.

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

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

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

#### **HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (DEC 2006) (MODIFIED SEP 2012)**

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

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

(2) Contain the information defined by ISO/IEC/IEEE 15289:2011, section 7.3 (generic content) and the Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process in Table 2 of ISO/IEC/IEEE 15289:2011. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

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

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

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(5) Include the content defined by all information items listed in Table 2 of ISO/IEC/IEEE 15289:2011, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE 15289:2011, as appropriate;

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

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

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with 7.3 of ISO/IEC/IEEE 15289:2011, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

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

## **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.

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.

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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 NUWC DIVNPT Code 59.

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

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

(a) Contractor personnel shall comply with all current badging and security procedures required to

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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 2012)**

(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 DoD Instruction 8582.01 – 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/858201p.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 DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.

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

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

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

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

**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

The following Clauses are incorporated by Full Text:

### HQ D-1-0001 DATA PACKAGE 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: \_\_\_ See TI \_\_\_\_\_  
 (Name of Individual Sponsor)  
 \_\_\_ Code 73 SESEF \_\_\_  
 (Name of Requiring Activity)  
 \_\_\_ Newport, Rhode Island \_\_\_\_\_  
 (City and State)



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## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

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

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

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

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

Items: 4000 & 7000 Series CLINs - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

#### **HQ E-2-0014 QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)**

Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4100	6/1/2014 - 5/31/2015
6100	6/1/2014 - 5/31/2015
7100	6/1/2014 - 5/31/2015
7101AA	6/1/2014 - 5/31/2015
7101AB	6/1/2014 - 5/31/2015
7101AC	6/1/2014 - 5/31/2015
7101AD	6/1/2014 - 9/30/2014
7101AE	6/1/2014 - 9/30/2014
9100	6/1/2014 - 5/31/2015
9101AA	6/1/2014 - 5/31/2015
9101AB	6/1/2014 - 5/31/2015
9101AC	6/1/2014 - 5/31/2015
9101AD	6/1/2014 - 9/30/2014
9101AE	6/1/2014 - 9/30/2014

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

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

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

SLIN	Funding	Base or Option #	Period of Performance
7100/9100	OMN, OPN, SCN, FMS, OGVT	Base	6/1/14-5/31/15
7200/9200	OMN, OPN, SCN, FMS, OGVT	Option 1*	6/1/15-5/31/16
7300/9300	OMN, OPN, SCN, FMS, OGVT	Option 2*	6/1/16-5/31/17

**\* If option is unexercised**

NOTE 1: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will bilaterally modify the schedule. The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise of the option for a period not to exceed 12 months. The overall Period of Performance of this task order shall not exceed three (3) years from the effective date of the Task Order.

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note 2: The period of performance for funded and priced SLINs are not included in the F1S table however, they are shown in the system generated period of performance table at the top of Section F.

**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 locations required by the Statement of Work and Technical Instructions.

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## SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

### 252.204-00001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using 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 Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

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

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

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

Cost Voucher

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

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

Destination

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N66604
Admin DoDAAC	S5111A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N66604
Service Approver (DoDAAC)	N66604
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA47B
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.

**james.bardine@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.

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

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

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

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

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

**G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOVEMBER 2012)**

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

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

(c) The Contracting Officer is:

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Name: Andrew Nagelhout  
Telephone: Commercial 401.832.7734; DSN 432.7734  
Fax: Commercial 401.832.3844; DSN 432.4820  
Email: [andrew.c.nagelhout@navy.mil](mailto:andrew.c.nagelhout@navy.mil)

(d) The Task Order Negotiator is:

**Same as (c) above.**

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

Name: Stephen G. 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) for this task order is:

Name: James Bardine  
Code: 73  
Mailing Address: Naval Undersea Warfare Center (NUWC) OSO SESEF, Bldg. 102, Ft. Story, Virginia Beach, VA 23459-5089  
Telephone: Commercial (757) 425-1094 ext. 140

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

(g) The Contractor's Representative is:

Name: Mr. Jerry Curley  
Title: Program Manager  
Mailing Address: GSTek, 1100 Madison Plaza, Suite A, Chesapeake, VA 23320  
E-mail Address: [jerry.curley@gstekinc.com](mailto:jerry.curley@gstekinc.com)  
Telephone: (757) 548-1597  
FAX: (757) 436-6842

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

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

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

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

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

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

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

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

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Name: Mr. Jerry Curley  
Title: Program Manager  
Mailing Address: GSTek, 1100 Madison Plaza, Suite A, Chesapeake, VA 23320  
E-mail Address: [jerry.curley@gstekinc.com](mailto:jerry.curley@gstekinc.com)  
Telephone: (757) 548-1597  
FAX: (757) 436-6842

Accounting Data

SLINID	PR Number	Amount
7101AA	130041376600001	50000.00
LLA :		
AA 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002204573		
7101AB	130041376600003	10000.00
LLA :		
AB 97X4930 NH6A 252 77777 0 050120 2F 000000 A10002204573		
7101AC	130041376600005	30000.00
LLA :		
AC 97X4930 NH6A 252 77777 0 050120 2F 000000 A20002204573		
7101AD	130041376600007	70000.00
LLA :		
AD 1741804 60BA 253 00060 R 068732 2D C4AC33 636774S1CP4Q		
RCP: N0006014RC4AC33, ACRN: AA		
7101AE	130041376600009	50000.00
LLA :		
AE 97X4930 NH6A 252 77777 0 050120 2F 000000 A30002204573		
9101AA	130041376600002	5000.00
LLA :		
AA 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002204573		
9101AB	130041376600004	1000.00
LLA :		
AB 97X4930 NH6A 252 77777 0 050120 2F 000000 A10002204573		
9101AC	130041376600006	3000.00
LLA :		
AC 97X4930 NH6A 252 77777 0 050120 2F 000000 A20002204573		
9101AD	130041376600008	6250.00
LLA :		
AD 1741804 60BA 253 00060 R 068732 2D C4AC33 636774S1CP4Q		
RCP: N0006014RC4AC33, ACRN: AA		
9101AE	130041376600010	5000.00
LLA :		
AE 97X4930 NH6A 252 77777 0 050120 2F 000000 A30002204573		

BASE Funding 230250.00  
Cumulative Funding 230250.00

MOD 01 Funding 0.00  
Cumulative Funding 230250.00



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## SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

### 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

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

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

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

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

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

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

(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 **78,000** 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

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have a specific and direct contribution to the tasks described in Sections B and C.

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

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

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

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

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

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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>

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

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

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

#### **5252.242-9115 TECHNICAL INSTRUCTIONS (APR 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.

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(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.

**5252.245-9106 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 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:**

Naval Undersea Warfare Center, Division Newport  
1176 Howell Street  
Newport, RI 02841-1708  
Buildings: 123 and 1371

(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**

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

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

The Government will provide only that property set forth in Attachment #2, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the items listed in Attachment #2 for use in the performance of this contract.

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

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s): N0178-14-D-7737. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

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

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

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

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

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

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

Wage Determination #:                      Revision:                      Area:

Wage Determination #: 2005-2543 Revision: 14 Location: Virginia Beach, VA (Ft. Story)

Wage Determination #: 2005-2115 Revision: 12 Location: Duval County, Florida (Mayport area)

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

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

1. Were these services previously performed at this locality under an SCA-Covered contract? NO

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2. Are any of the employees performing work subject to a CBA? NO

3. Are the contract services to be performed listed below as Non-Standard Services? NO

4. Were these services previously performed under an SCA wage determination that ends in an even number? Example: 1994-2104; or 1994-2114. NO.

The site will provide the appropriate WD.

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## SECTION I CONTRACT CLAUSES

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

- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)
- 52.219-8 Utilization of Small Business Concerns (JAN 2011)
- 52.219-9, Alternate II -- Small Business Subcontracting Plan (OCT 2001)
- 52.219-14 Limitations on Subcontracting (NOV 2011)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-54 Employment Eligibility Verification (JUL 2012)
- 52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
- 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (NOV 2011)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER (DEC 2007)
- 52.232-20 Limitation of Cost (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (DEC 2010)
- 52.245-1 GOVERNMENT PROPERTY (AUG 2010)
- 52.246-25 Limitation of Liability-Services (FEB 1997)
- 252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)
- 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (AUG 2012)
- 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 2012)
- 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (FEB 2012)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)

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- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION WITH RESTRICTIVE LEGENDS (MAR 2011)**
- 252.227-7039 PATENTS - REPORTING OF SUBJECT INVENTIONS (APR 1990)**
- 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)**
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)**
- 252.245-7002 Reporting Loss of Government Property (APR 2012)**
- 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)**
- 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012)**

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

**52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

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

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.



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(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

**52.217-8 -- Option to Extend Services (Nov 1999)**

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

**52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA VARIATION)(SEP 2009)**

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

Option No.	CLIN	Exercise Date – No Later Than
1	7200/9200	9/1/15
2	7300/9300	9/1/16

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

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

**52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 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 MANAGEMENT WEBSITES -

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

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

## 52.244-2 Subcontracts (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such

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data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall<sup>4</sup>

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

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

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

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

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

*(Offeror insert information for each SPI process)*

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal

Specification or Standard: \_\_\_\_\_

Affected Contract Line Item

Number, Subline Item Number,

Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror<sup>3/4</sup>

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

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

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## **SECTION J LIST OF ATTACHMENTS**

CDRLs

DD 254

GFP LIST