

2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 20-Nov-2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66001	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

SPAWAR Systems Center, Pacific
53560 Hull Street
San Diego CA 92152-5001
ruben.martinez@navy.mil 619-553-5853

DCMA Manassas
14501 George Carter Way
Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Applied Management Corporation dba AM 2361 JEFFERSON DAVIS HWY STE ML 111 Arlington VA 22202	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. <input checked="" type="checkbox"/> N00178-08-D-5347-7N04 10B. DATED (SEE ITEM 13) 26-Nov-2012
CAGE CODE 00G03 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 type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties.
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

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

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GENERAL INFORMATION

The purpose of this modification is to provide a no cost extension from November 26,2015 to December 24,2015. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$853,620.42 by \$0.00 to \$853,620.42.

The total value of the order is hereby increased from \$853,620.42 by \$0.00 to \$853,620.42.

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

CLIN/SLIN	From	To
4002	3/1/2015 - 11/26/2015	3/1/2015 - 12/24/2015

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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
4000	J012	Engineering and Documentation Support for Under Sea Warfare Tactical Systems (OPN)	1.0	LO	\$252,692.00	\$18,952.00	\$271,644.00
4001	J012	Engineering Support (OPN)	1.0	LO	\$261,789.00	\$19,634.00	\$281,423.00
400101	J012	130039136700001 (OPN)					
400102	J012	130039136700002 (OPN)					
4002	J012	Engineering Support (OPN)	1.0	LO	\$274,003.18	\$20,550.24	\$294,553.42

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	J012	Travel (OPN)	1.0	LO	\$3,000.00
6001	J012	Travel (OPN)	1.0	LO	\$3,000.00
600101	J012	130039136700003 (OPN)			
600102	J012	130039136700004 (OPN)			
6002	J012	Travel (OPN)	1.0	LO	\$0.00
		Option			

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the funding lines that will be provided under this Order.

B-2 OTHER DIRECT COSTS

The Government is specifically stating the anticipated Other Direct Costs (ODCs). The Government reserves the right to increase the ODC CLINs.

B-3 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT) (VARIATION) (JULY 2009) (5252.216-9205)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is SEE TABLE BELOW. The SEE TABLE BELOW direct labor hours include 0 uncompensated overtime labor hours.

(b) Computation of Fee.

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The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the Contracting Officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of SEE TABLE BELOW per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	4000	\$18,952	3,256	\$5.82
OPTION I	4001	\$19,634	3,292	\$5.96
OPTION II	4002	\$20,341	3,327	\$6.11

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

B-4 LIMITATION OF LIABILITY – INCREMENTAL FUNDING (JAN 1992) (5252.232-9210)

- (a) This task order is incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this task order for payment of cost and fee are as follows:

<u>ITEM(S)</u>	<u>AMOUNT ALLOTTED (COST AND FEE)</u>
<u>4002</u>	<u>\$274,003.18.00 Cost; \$20,550.24 Fee</u>

(c) The parties contemplate that the Government will allot additional amounts to this task order from time to time by unilateral task order modification, and any such modification shall state the total amount allotted for cost and fee, and the CLINs covered thereby.

(d) Subject to the provisions of FAR 52.232-22 "Limitation of Funds" clause of this task order, no legal

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liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this task order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 SPECIFICATIONS/STATEMENT OF WORK

Work under this task order shall be performed in accordance with the Performance Work Statement (PWS), Attachment (1) and Contract Data Requirements List (CDRL), Exhibit (A).

PERFORMANCE WORK STATEMENT

FOR

ENGINEERING AND DOCUMENTATION SUPPORT FOR UNDER SEA WARFARE TACTICAL SYSTEMS

1.0 SCOPE

The Department of the Navy, Space and Naval Warfare Systems Command is acquiring engineering technical services and documentation support of specialized technology in Under Sea Warfare (USW) tactical systems engineering, in-service engineering support of current fleet systems and documentation tasking present and future Under Sea Warfare (USW) Systems. Under this Task Order, the contractor shall provide technical engineering and documentation support for Under-Sea Warfare (USW) Fire Control Systems in task areas under Technical Requirements; Specification and Design, Fabrication and Integration, Test and Evaluation, Studies and Analysis, and System Safety/Weapon Certification Support, each with related functional subtasks.

1.1 BACKGROUND

The Space and Naval Warfare Systems Center, Pacific (SSC-Pacific), Code 52240, is tasked by NAVSEASYS COM IWS5B2A and PEO SUB 404 to provide engineering support for the development and design of surface combatant control systems, including all variants of the Torpedo Setting Panel (TSP) MK 331 Mod 4, Control Panel (CP) MK 309 Mod 2, Torpedo Presetter Test Set (TPTS), MK 432 Torpedo Presetter/Test Set (TPTS), Surface Vessel Torpedo Tube (SVTT) Simulator and electronics interface requirements to enable Surface Ship Torpedo Defense (SSTD) implementation on Navy high value surface combatants and Naval Logistics Supply platforms.

2.0 APPLICABLE DOCUMENTS

In the event of a conflict between the text of this Performance Work Statement (PWS) and the specifications/references cited herein, the text of the PWS shall take precedence. Nothing in the documents/references however, shall supersede applicable laws and regulations, unless a specific exemption has been obtained. The following are for reference only, except where invoked for a

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specific section of the PWS.

Any MIL Documents, used in the individual delivery/task orders, shall have been reviewed IAW DOD 4120.24-M, Defense Standardization Program (DSP) Policies and Procedures, and USD Policy Memo 05-3.

MK 331 MOD 4 TSP

ICD	WS 33450 Rev 2 CH 1	NTDS/ATM ICD SVTT Mk 32 Mod 19	Feb 2000
IDS	WS 33448/0 Rev 0	NTDS Interface Description Specification. (TSP Mod 3)	Oct 1999
IDS	WS 33448/0 Rev 1	NTDS Interface Description Specification.	Aug 2003
IDS	WS 33448/1 Rev 1 CH 2	ATM Interface Description Specification. (ECP 1664 incorporated)	Jun 2003
IDS	WS 33448/2	Ethernet Interface Description Specification.	Jan 2006
PIDS	WS 33449 CH 1	<u>Prime Item Development Specification / With Ethernet</u>	<u>Jan 2006</u>
SRS	WS 33451 CH 3	Software Requirements Specification - NTDS/ATM/Ethernet.	Feb 2006
SVD	0204684 Rev 4	Software Version Description Ethernet with 0211798	Feb 2006
TM	SW189-AK-MMO-010	Description, Operation And Maintenance Manual For Torpedo Setting Panel Mk 331 Mod 4	1 Apr 2002

MK 432 Test Set

OM	ST890-DL-OPI-010/MK 432	Mk 432 Mod 7 Operators Manual MOD 7	1 Aug 2007
OM	ST890-CY-MMO-010/MK 432	Mk 432 Mod 6 Operators Manual MOD 6	31 Jul 2003
MM	ST890-B4-MMI-010/MK 432	Mk 432 Mod 6 Maintenance Manual MOD 6	1 Feb 2005
PIDS	WS 33445	Prime Item Development Specification	Aug 1997
OM	ST890-C4-MAN-010/MK 432	Mk 432 Mod 4 Operators Manual MOD 4	1 Dec 1998
MM	ST890-C4-MMI-010/MK 432	Mk 432 Mod 4 Maintenance Manual MOD 4	<u>1 Mar 1995</u>
PIDS	WS 27285	Prime Item Development Specification	Nov 1987

SVTT Simulator

MM	SW395-AT-MMI-010/SM	SVTT Simulator Operator & Maintenance Manual	10 Oct 2000
MM	WS26516	SVTT Simulator Operator & Maintenance Manual	1 Apr 1991

ATTDS

PIDS	WS 35537	Prime Item Development Specification for Torpedo Setting Panel MK 331 MOD 4 with Countermeasure Anti-Torpedo	Oct 2009
EICD	WS 35538	Electrical Interface Control Document Between Torpedo Setting Panel Mk 331 Mod 4 And Surface Vessel Torpedo Tubes Mk 32 Mod 20/21	28 Jan 2010
IDS	WS 35539	Interface Design Specification Between Torpedo Setting Panel Mk 331 Mod 4 And Undersea Warfare Control Functional Segment With Tactical Decision Module Of Surface Ship USW Combat System	27 Jul 2009

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IDS	WS 35535	Interface Design Specification Between Torpedo Setting Panel Mk 331 Mod 4 and Countermeasure Anti-Torpedo	17 Jun 2009
SRS	WS 35540	Software Requirements Specification For Torpedo Setting Panel Mk 331 Mod 4 with Countermeasure Anti-Torpedo	OCT 2009

3.0 PERFORMANCE REQUIREMENTS

The contractor shall perform the following tasks.

3.1 Specification and Design

The contractor shall design systems, subsystems and components for Under Sea Warfare (USW) tactical systems, including the following: (CDRLs A005, A007, A011 and A015)

3.1.1 Develop requirements, specifications and/or designs at the system, subsystem, component level, and/or for hardware/software test aids/interfaces. (OPN)

3.1.2 Develop, modify and incorporate software/firmware code to existing and future systems for the incorporation and integration of Under Sea Warfare (USW) tactical systems requirements. (OPN)

3.1.3 Prepare technical data, including, as a minimum: engineering drawings, design and procedural documents, parts lists, technical reports, change proposals, operators/service manuals and software documentation. (OPN)

3.2 Fabrication and Integration

The contractor shall: (A007, A015)

3.2.1 Fabricate, integrate, and assemble systems, subsystems, components, and/or hardware/software test aids/interfaces. (OPN)

3.2.2 Develop/modify technical manuals and operator/maintenance manuals. (OPN)

3.2.3 Install prototype systems/subsystems/components, production systems, subsystems, and components. (OPN)

3.3 Test and Evaluation

The contractor shall: (CDRL A004)

3.3.1 Test systems, subsystems and components. (OPN)

3.3.2 Integrate, deploy and operate systems, subsystems and components. (OPN)

3.3.3 Develop and maintain test support tools and equipment for system, subsystems, and component tests for USW support and integration. (OPN)

3.3.4 Conduct acceptance and integration level tests. Analyze test results and generate analysis reports. (OPN)

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3.3.5 Develop training plans and materials, conduct training courses, and step-by-step operating procedures for USW system/subsystem and/or component hardware/software. (OPN)

3.4 **Studies and Analysis**

The contractor shall: (A005)

3.4.1 Perform studies and give recommendations for proposed concepts or enhancements. Prepare updates to concept/enhancement documents. (OPN)

3.4.2 Employ latest technological advances related to hardware or software applications. Incorporate the latest technology to the applicable systems and future systems by selecting appropriate specifications for current and projected systems, subsystem, and components and analyze the results. (OPN)

3.4.3 Reduce and process raw data by utilizing all available facilities. Use applicable simulations or performance evaluation models to determine the effectiveness of systems, subsystems, and components. Process data gathered from system, subsystem, and concept validation tests. Analyze the results and compare them to results obtained from other similar systems and subsystems and/or simulations and/or performance evaluation models. (OPN)

3.5 **In-service Engineering Support**

3.5.1 Provide technical assistance for surface combatant USW systems by evaluation, repair, modification and verification. (OPN)

3.5.2 Update the current USW fleet hardware/software to the latest technological advances in the field, by the incorporation of technology to reduce and minimize component obsolescence and the utilization of current electronic manufacturing techniques. Maintain current fielded systems to form-fit-function, with enhancements to capability, reliability and maintainability. (OPN)

3.6 **Meetings and Documentation**

3.6.1 The Contractor shall participate in meetings and Contractor shall present data, designs, and software/firmware analyses. (CDRLs A005, A007, A011 and A015). (OPN)

3.6.2 Participate in meetings. The contractor shall present data, designs and software/firmware analyses. (OPN)

3.7 **Acceptable Quality Level**

Acceptable Quality Level for each task on this task order will be assessed in accordance with clause C-2.

3.8 **Method of Surveillance**

The Government will monitor and assess the Contractor's performance for all tasks on this task order against the Acceptable Quality Level in accordance with Clause C-2 and FAR 52.246-5

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entitled "Inspection of Services – Cost Reimbursement." The Government will review the schedules and documentation to determine whether they are appropriate, complete and in sufficient detail. The Contractor will be required to correct deficiencies

4.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION:

Access to information at SSC-Pacific or other Government facilities shall be arranged by the Task Order Manager (TOM) or his/her designated technical representative for this task. Access to the information such as documents, computer programs, computer models, databases, and prototype systems shall be provided as Government Furnished Equipment/Government Furnished Information (GFE/GFI) on this task order.

5.0 TRAVEL:

Travel will not be required for the performance of the tasks delineated in this statement of work.

6.0 PLACE OF PERFORMANCE:

Place of performance shall be at SSC-Pacific Point Loma Facility.

7.0 MATERIAL

There is no known material requirement.

8.0 DATA DELIVERABLES

Deliverables under this contract will have been reviewed IAW "DON Policy on Digital Product/Technical Data, ASN RD&A MEMO of 23 OCT 2004 and shall provided be in accordance with the Contract Data Requirements List, CDRL DD Form 1423, as specified in this Task Order.

9.0 SECURITY REQUIREMENTS

Secret clearance in accordance with the attached DD Form 254 is required.

The nature of this task requires access to Secret information. The work performed by the Contractor will include access to unclassified and up to Secret data, information, and spaces. The Contractor will be required to attend meetings classified up to Secret level.

As required by NISPOM, Chapter 1, Section 3, contractors are required to report certain events that have an impact on the status of the facility clearance (FCL), the status of an employee's personnel clearance (PCL), the proper safeguarding of classified information, or an indication that classified information has been lost or compromised. Contractors working under SSC Pacific contracts will ensure information pertaining to assigned contractor personnel are reported to the COR/TPOC, Contracting Specialist, and the Security's COR along with notifying the appropriate agencies such as CSA, CSO, or DODCAF when related to the denial, suspension, or revocation of a security clearance of any assigned personnel, any adverse information on an assigned employee's continued suitability for continued access to classified access; any instance of loss or compromise, or suspected loss or compromise, of classified information; actual, probable or

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possible espionage, sabotage, or subversive information; or any other circumstances of a security nature that would affect the contractor's operation while working under SSC Pacific contracts.

Anti-Terrorism/Force Protection (AT/FP) briefings are required for all personnel (Military, DOD Civilian, and contractor) per OPNAVINST F3300.53C. Contractor employees must receive the AT/FP briefing annually. The briefing is available at <https://atlevel1.dtic.mil/at/>, if experiencing problems accessing this website contact ssc_fortrav@navy.mil. Forward a copy of the training certificate to the previous email address or fax to 619-553-6863.

9.1 OPERATIONS SECURITY

All work is to be performed in accordance with DOD and Navy Operations Security (OPSEC) requirements and in accordance with the OPSEC attachment to the DD 254.

10.0 QUALITY ASSURANCE

10.1 Quality Assurance. It is the Contractor's responsibility to ensure the quality of all deliverables.

10.2 Inspection. The TOM will perform monthly report reviews. The performance of the Contractor shall be subject to in-process review and inspections.

10.3 Acceptance. The TOM will perform the final review and acceptance of deliverable products.

10.4 Corrective Action. Deliverables not in compliance with established quality levels will be returned to the Contractor for corrective action. Re-work hours shall be non-fee bearing. Persistent problems will result in a negative assessment in the Contractor Performance Appraisal Rating System (CPARS). FAR Clause 52.246-5 allows for further actions if the contractor does not meet the required quality standards.

11.0 PERFORMANCE BASED CONTRACTING METHODS

The majority of all tasks issued under this procurement will use Performance Based contracting methods. Deliverables will be measured in accordance with the metrics provided in each DD-1423. Task Order performance, as measured against the metrics, shall be documented by the contractor in a spreadsheet. This spreadsheet shall be submitted as part of the contractor's Monthly Progress Report (CDRL A001). The TOM will track these performance reports and enter a summary of the contractor's ability to meet the metrics in CPARS or other applicable mechanism at contract completion. The clause 52.246-3 Inspection of Supplies and clause 52.246-5 Inspection of Services, as appropriate, shall serve as the Quality Assurance Surveillance Plan (QASP).

12.0 TECHNICAL POINTS OF CONTACT:

Task Order Manager (TOM): David T. Cammack, Code 52240, SPAWARSSYSCEN, SSC-PACIFIC, 53560 Hull Street, San Diego, CA 92152-5001

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Email: david.cammack@navy.mil

Technical Point of Contact (TPOC): Jim M. Spawton, Code 52240, SPAWARSSYSCEN, SSC-PICIFIC, 53560 Hull Street, San Diego, CA 92152-5001

Email: james.m.spawton@navy.mil

Financial Point of Contact (FPOC): David T. Cammack, Code 52240, SPAWARSSYSCEN, SSC-PACIFIC, 53560 Hull Street, San Diego, CA 92152-5001 Email: david.cammack@navy.mil

ACRONYM LIST

ASN RD&A Acquisition	Assistant Secretary of the Navy for Research, Development, and Acquisition
ATTDS	Anti-Torpedo Torpedo Defense System
CDRL	Contract Data Requirements List (DD Form 1423-1)
CPARS	Contractor Performance Appraisal Rating System
DD	Department of Defense
DON	Department of the Navy
EICD	Electrical Interface Control Document
FAR	Federal Acquisition Regulation
FMS	Foreign Military Sales funding
FPOC	Financial Point of Contact
GFE/GFI Information	Government Furnished Equipment/Government Furnished Information
IAW	In Accordance With
ICD	Interface Control Document
IDS	Interface Description Specification
MM	Maintenance Manual
OM	Operators Manual
(OPN)	(OPN) funding

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OPSEC	Operations Security
PEO Sub	Program Executive Office, Submarines
PIDS	Prime Item Development Specification
QASP	Quality Assurance Surveillance Plan
SPAWARSYSCEN	Space and Naval Systems Center
SRS	Software Requirements Specification
SSC-Pac	Space and Naval Systems Center Pacific
SSC-PACIFIC	Space and Naval Systems Center Pacific
SVD	Software Version Description
SVTT	Surface Vessel Torpedo Tube
TDS	Torpedo Downloader System
TOM	Task Order Manager
TM	Technical Manual
TPOC	Technical Point of Contact
TSP	Torpedo Setting Panel
TPTS	Torpedo Presetter Test Set
USW	Under Sea Warfare

C-2 QUALITY ASSURANCE PLAN

- (1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term. The Quality Assurance Surveillance Plan (QASP) is included as Attachment (2) to this solicitation and will be included in the task order award.

C-3 SECURITY REQUIREMENTS (DEC 1999) (5252.204-9200)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. (3), involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program

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Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSSYSCOM Security Officer.

C-4 WORKWEEK (APR 2012) (5252.222-9200)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Pacific (SSC Pacific) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SSC Pacific unless differing hours are specified on the individual task orders. The contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SSC Pacific must work during the normal workweek. The following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the SSC Pacific off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SSC Pacific hours are maintained both weeks.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of

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performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

- (1) Routine inspection of contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-6 LABOR CATEGORY IDENTIFICATION

Correspondence, Technical Instruction, Vouchers, Invoices, Status Reports, etc., shall utilize the Contractor's standard labor category terminology as established in its proposal at time of award. For each category of labor specified by the Government, the Offeror shall identify the corresponding company labor category/categories:

Labor Category	Offeror Corresponding Labor Category
Project Manager	Project Manager
Senior Engineer/Senior Analyst	Senior Engineer/Senior Analyst

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Senior Engineer/Senior Analyst II Senior Engineer/Senior Analyst II

Senior Engineering Technician

Engineering Technician

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SECTION D PACKAGING AND MARKING

See Clause G-5 Contracting Officer's Representative (COR)

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SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative (COR) or his/her duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	11/26/2012 - 1/13/2014
4001	1/14/2014 - 2/28/2015
4002	3/1/2015 - 12/24/2015
6000	11/26/2012 - 1/13/2014
6001	1/14/2014 - 2/28/2015

CLIN - DELIVERIES OR PERFORMANCE

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

4000	Base	26 Nov 2012 through 13 Jan 2014
4001	Option	14 Jan 2014 through 28 Feb 2015
4002	Option	01 Mar 2015 through 24 Dec 2015
6000	Base	26 Nov 2012 through 13 Jan 2014
6001	Option	14 Jan 2014 through 28 Feb 2015

F-1 PERIODS OF PERFORMANCE (DEC 1999)

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract."

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative
David T Cammack, 52240
53560 Hull Street
San Diego, CA 92152-5001
david.cammack@navy.mil
619-553-2859

G-1 DFARS PAYMENT INSTRUCTIONS

DFARS PAYMENT INSTRUCTION APPLICABLE TO TASK ORDER OPTION 1, CLIN 4001 (SLINS 400101 & 400102) AND CLIN 6001 (SLINS 600101 & 600102) :

252.204-0002 Line Item Specific: Sequential ACRN Order (Sep 2009)

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

DFARS PAYMENT INSTRUCTION APPLICABLE TO THE TASK ORDER CLIN 4000 AND 6000:

252.204-0001 Line Item Specific: Single Funding (Sep 2009)

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

G-2 TYPE OF CONTRACT (DEC 1999) (5252.216-9210)

This is a COST PLUS FIXED FEE task order.

G-3 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009) (5252.232-9208)

- (a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.
- (b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988 and selecting Option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site: http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information
- (c) Cost back-up documentation shall be included and attached to the invoice in WAWF. Attachments

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created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the Contracting Officer's Representative (COR).

- (d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/COR is applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .pdf, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.
- (e) A separate invoice will be prepared no more frequently than every two weeks. Do not combine the payment claims for services provided under this contract.
- (f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Cost Voucher
Issuing Office DODAAC	N66001
Admin DODAAC	Block 6 of resulting task order
Inspector DODAAC (if applicable)	
Inspector Contact Information	N66001
Service Acceptor DODAAC or Service Approver DODAAC (Cost Voucher).	N66001
Acceptor Contact Information	N66001
COR Contact Information	Dave Cammack, 619-553-2859
LPO Contact Information	Insert Local Processing Official name, phone number, and email address
DCAA Auditor DoDAAC :	TBD
Service Approver DoDAAC :	N66001
PAY DODAAC	Block 12 of resulting task order

*Select "Cost Voucher" for all cost-type, T&M, or Labor Hour; or "2-n-1 (Services Only)" for fixed price services where inspection of services can be performed and documented.

² Only applies to cost vouchers.

- (g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below in the email address blocks. The contractor shall, at a minimum, include the COR, Receiver, and Acceptor. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Dave Cammack	david.cammack@navy.mil	619-553-2859	COR
			Receiver

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			Acceptor

G-4 ACTIVITY OMBUDSMAN

The SPAWAR Systems Center Pacific Ombudsman for this Task Order is:

Name: Tammy Sanchez
Code: 20000
Address: 53560 Hull Street, San Diego CA 92152
Phone: (619) 553-3200
E-Mail: tammy.sanchez@navy.mil

**G-5 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)
(SPAWAR G-321)**

- (a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor’s performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.
- (b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) Report developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

SLINID	PR Number	Amount
4000	1300275526	271644.00
LLA :		
AA 17 2 1810 A2DB 252 WS050 0 050120 2D 000000 A00001233392		
WBS Element: BS-805012.02020302		
6000	1300275526	3000.00
LLA :		
AA 17 2 1810 A2DB 252 WS050 0 050120 2D 000000 A00001233392		
WBS Element: BS-805012.02020302		

BASE Funding 274644.00
Cumulative Funding 274644.00

MOD 01 Funding 0.00
Cumulative Funding 274644.00

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MOD 02 Funding 0.00
Cumulative Funding 274644.00

MOD 03 Funding 0.00
Cumulative Funding 274644.00

MOD 04

400101 1300391367 140711.00
LLA :
AB 1731810 81DM 252 VU021 0 050120 2D 000000
Standard Number: N0002413WX10676
Cost Cost: A00002034380

400102 1300391367 140712.00
LLA :
AC 1731810 A46B 252 WS050 0 050120 2D 000000
Standard Number: N0002413WX10037
Cost Code: A10002034380

600101 1300391367 1500.00
LLA :
AB 1731810 81DM 252 VU021 0 050120 2D 000000
Standard Number: N0002413WX10676
Cost Cost: A00002034380

600102 1300391367 1500.00
LLA :
AC 1731810 A46B 252 WS050 0 050120 2D 000000
Standard Number: N0002413WX10037
Cost Code: A10002034380

MOD 04 Funding 284423.00
Cumulative Funding 559067.00

MOD 05 Funding 0.00
Cumulative Funding 559067.00

MOD 06 Funding 0.00
Cumulative Funding 559067.00

MOD 07 Funding 0.00
Cumulative Funding 559067.00

MOD 08

4002 130039136700005 294553.42
LLA :
AD 1741810 A2DB 252 WS050 0 050120 2D 000000 A20002034380

MOD 08 Funding 294553.42
Cumulative Funding 853620.42

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-2 DATA RIGHTS

The Data Rights clause in the basic contract is invoked for this task order.

H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (5252.204-9202)

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

H-4 CONTRACTOR IDENTIFICATION (DEC 1999) (5252.237-9602)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

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H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (5252.227-9207)

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public.

Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ Information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate

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corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

H-6 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RDT&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.

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(21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other members of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company, and subsidiaries (if any), and any financial interest they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-7 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE _____
TYPED NAME _____
DATE _____

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

- (1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service")
- (2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.
- (3) resort to such other rights and remedies as provided for under this contract and under

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Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

H-7 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative (COR) specified in Section G of this task order. 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 and otherwise serve to accomplish the contractual statement of work.

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

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order 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 task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order 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 the task order.

H-8 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) (5252.231-9200 -ALTERNATE II SEP 2001)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery

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contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

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(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

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(i) “Permanent Duty Station” (PDS) is the location of the employee’s permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) “Privately Owned Conveyance” (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

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In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-9 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) 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 (from contractors) 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>.

For purposes of ECMRA reporting, the Federal Supply Code / Product Service Code applicable to this contract/order is J012.

Details about ECMRA can be found at NMCARS 5237.102(90) https://acquisition.navy.mil/rda/home/policy_and_guidance/nmcars.

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SECTION I CONTRACT CLAUSES

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (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 options under this clause, shall not exceed five years.

I-2 SUBCONTRACTS (FAR 52.244-2) (JUN 2007)

- (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 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) and (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 contracts:

Any subcontract that is of the cost-reimbursement, time-and-materials, or labor-hour type; or is fixed-price and exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

- (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

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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 cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other provisions of this contract.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting –
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason 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 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 cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant differences 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 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:

No subcontracts were proposed for this effort

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Alternate I

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 PWS dated 09/1/2014

Attachment 2 - QASP

Attachment 3 - DD254

Exhibit A - DD Form 1423 CDRL dated 10/18/2012