<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>CONTRACT ID CODE</td>
</tr>
<tr>
<td>2.</td>
<td>AMENDMENT/MODIFICATION NO.</td>
</tr>
<tr>
<td>3.</td>
<td>EFFECTIVE DATE</td>
</tr>
<tr>
<td>4.</td>
<td>REQUISITION/PURCHASE REQ. NO.</td>
</tr>
<tr>
<td>5.</td>
<td>PROJECT NO. (If applicable)</td>
</tr>
<tr>
<td>6.</td>
<td>ISSUED BY</td>
</tr>
<tr>
<td>7.</td>
<td>ADMINISTERED BY (If other than Item 6)</td>
</tr>
<tr>
<td>8.</td>
<td>NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)</td>
</tr>
<tr>
<td>9A.</td>
<td>AMENDMENT OF SOLICITATION NO.</td>
</tr>
<tr>
<td>9B.</td>
<td>DATED (SEE ITEM 11)</td>
</tr>
<tr>
<td>10A.</td>
<td>MODIFICATION OF CONTRACT/ORDER NO.</td>
</tr>
<tr>
<td>10B.</td>
<td>DATED (SEE ITEM 13)</td>
</tr>
<tr>
<td>11.</td>
<td>THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</td>
</tr>
<tr>
<td>12.</td>
<td>ACCOUNTING AND APPROPRIATION DATA (If required)</td>
</tr>
<tr>
<td>13.</td>
<td>THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</td>
</tr>
<tr>
<td>14.</td>
<td>DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</td>
</tr>
<tr>
<td>15A.</td>
<td>NAME AND TITLE OF SIGNER (Type or print)</td>
</tr>
<tr>
<td>15B.</td>
<td>CONTRACTOR/OFFEROR</td>
</tr>
<tr>
<td>15C.</td>
<td>DATE SIGNED</td>
</tr>
<tr>
<td>16A.</td>
<td>NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</td>
</tr>
<tr>
<td>16B.</td>
<td>UNITED STATES OF AMERICA</td>
</tr>
<tr>
<td>16C.</td>
<td>DATE SIGNED</td>
</tr>
</tbody>
</table>

Leidos, Inc.
11951 Freedom Drive
Reston VA 20190-5640

Andrew C Nagelhout, Contracting Officer

17-Sep-2018

NSN 7540-01-152-3070
PREVIOUS EDITION UNUSABLE

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

Distribution: KR, 0121, DFAS-HQ0338, 159/M.Snyder; 1532/E.C. Wisniewski; 159/L.Sansone

NUWCDIVNPT Control #: 183899
NUWCDIVNPT Requisition #: 1300742222

NUWCDIVNPT POC: Gina Proske (see cover page for e-mail address and telephone number)

This modification incorporates the following Technical Instructions, by reference: TI-007

The purpose of this modification is to:
1. Provide additional funding

SECTION B
1. Establish new Priced SLIN 9101AG.
2. Shift ceiling from CLIN 9100 to newly established Priced SLIN 9101AG.

SECTION F
1. The Period of Performance for Priced SLIN 9101AG are added.

SECTION G
1. Accounting and Appropriation Data LLA AG/9101AG is added by this modification.

All other Task Order terms and conditions remain unchanged.
The conformed Task Order is contained in EDA and the SeaPort-e Portal.
## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

#### For Cost Type Items:

7000  CPFF services in support of NUWCDIVNPT's NATSC Facility (Code 15)  $0.00

<table>
<thead>
<tr>
<th>Item</th>
<th>PSC</th>
<th>Supplies/Services</th>
<th>Qty</th>
<th>Unit</th>
<th>Est. Cost</th>
<th>Fixed Fee</th>
<th>CPFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>7100</td>
<td>R499</td>
<td>Base labor: (O&amp;MN, SCN, OPN, RDT&amp;E, SCC, FMS) (Fund Type - TBD)</td>
<td>8500.0</td>
<td>LH</td>
<td>$320,652.34</td>
<td>$17,406.66</td>
<td>$338,059.00</td>
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<tr>
<td>7101</td>
<td></td>
<td>Base Year Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$9,926,305.00</td>
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<tr>
<td>7101AA</td>
<td>R499</td>
<td>AA $9,926,305.00 FY of Funding: N/A, non-appropriated; Type of Money: SCC; Customer Code: 15; Sponsor: NUWCDIVNPT; TI#: TI-001 (Fund Type - OTHER)</td>
<td>248655.0</td>
<td>LH</td>
<td>$9,417,098.66</td>
<td>$509,206.34</td>
<td>$9,926,305.00</td>
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<tr>
<td>7200</td>
<td>R499</td>
<td>Option 1 Labor: (O&amp;MN, SCN, OPN, RDT&amp;E, SCC, FMS) (Fund Type - TBD)</td>
<td>133721.0</td>
<td>LH</td>
<td>$5,077,237.00</td>
<td>$274,561.00</td>
<td>$5,351,798.00</td>
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<tr>
<td>7300</td>
<td>R499</td>
<td>Option 2 Labor: (O&amp;MN, SCN, OPN, RDT&amp;E, SCC, FMS) (Fund Type - TBD)</td>
<td>133721.0</td>
<td>LH</td>
<td>$5,096,848.00</td>
<td>$276,724.00</td>
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#### For Cost Type / NSP Items

<table>
<thead>
<tr>
<th>Item</th>
<th>PSC</th>
<th>Supplies/Services</th>
<th>Qty</th>
<th>Unit</th>
<th>Est. Cost</th>
<th>Fixed Fee</th>
<th>CPFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>7999</td>
<td></td>
<td>CDRLs in support of 7000 Series CLINs NOT SEPARATELY PRICED</td>
<td>1.0</td>
<td>LO</td>
<td></td>
<td></td>
<td>NSP</td>
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</tbody>
</table>

#### For ODC Items:

<table>
<thead>
<tr>
<th>Item</th>
<th>PSC</th>
<th>Supplies/Services</th>
<th>Qty</th>
<th>Unit</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>9000</td>
<td></td>
<td>Cost Only Prime and Subcontractor Travel and Materials (with burdens, no fee)</td>
<td></td>
<td></td>
<td>$0.00</td>
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<tr>
<td>9100</td>
<td>R499</td>
<td>Base ODCs in support of CLIN 7100: (O&amp;MN, SCN, OPN, RDT&amp;E, SCC, FMS) (Fund Type - TBD)</td>
<td>1.0</td>
<td>LO</td>
<td>$4,043,603.00</td>
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<tr>
<td>9101</td>
<td></td>
<td>Base Year ODC</td>
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<td></td>
<td>$6,157,171.00</td>
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<tr>
<td>9101AA</td>
<td>R499</td>
<td>AA $540,000.00 FY of Funding: N/A, non-appropriated; Type of Money: SCC; Customer Code: 15; Sponsor: NUWCDIVNPT;</td>
<td>1.0</td>
<td>LO</td>
<td>$540,000.00</td>
</tr>
<tr>
<td>Item</td>
<td>PSC</td>
<td>Supplies/Services</td>
<td>Qty</td>
<td>Unit</td>
<td>Est. Cost</td>
</tr>
<tr>
<td>------</td>
<td>-----</td>
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<td>-----</td>
<td>------</td>
<td>-------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1.0</td>
<td>LO</td>
<td>$1,071,000.00</td>
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<tr>
<td>TI#: TI-001 (Fund Type - OTHER)</td>
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<tr>
<td>9101AB</td>
<td>R499</td>
<td>AB $1,071,000.00 FY of Funding: 2018; Type of Money: OMN; Customer Code: 15; Sponsor: NAVSEA PMS 401; TI#: TI-002; 2410a authority is hereby invoked (O&amp;M,N)</td>
<td>1.0</td>
<td>LO</td>
<td>$1,071,000.00</td>
</tr>
<tr>
<td>9101AC</td>
<td>R499</td>
<td>AC $842,286.00 FY of Funding: 2018; Type of Money: OMN; Customer Code: 15; Sponsor: NAVSEA PMS 485; TI#: TI-003; 2410a authority is hereby invoked (O&amp;M,N)</td>
<td>1.0</td>
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<td>$842,286.00</td>
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<tr>
<td>9101AD</td>
<td>R499</td>
<td>AD $2,684,205.00 FY of Funding: 2018; Type of Money: OMN; Customer Code: 15; Sponsor: NAVSEA IWS-5; TI#: TI-004; 2410a authority is hereby invoked (O&amp;M,N)</td>
<td>1.0</td>
<td>LO</td>
<td>$2,684,205.00</td>
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<tr>
<td>9101AE</td>
<td>R499</td>
<td>AE $46,313.00, FY of Funding: 2016; Type of Money: OPN; Customer Code: 15; Sponsor: NAVSEA PMS 401; TI#: TI-005; 2410a authority is hereby invoked (OPN)</td>
<td>1.0</td>
<td>LO</td>
<td>$46,313.00</td>
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<tr>
<td>9101AF</td>
<td>R499</td>
<td>AF $763,617.00, FY of Funding: 2018; Type of Money: OPN; Customer Code: 15; Sponsor: NAVSEA PMS 401; TI#: TI-006 (OPN)</td>
<td>1.0</td>
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<td>$763,617.00</td>
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<tr>
<td>9101AG</td>
<td>R499</td>
<td>AG $209,750.00, FY of Funding: 2018; Type of Money: OMN; Customer Code: 15; Sponsor: NAVSEA PMS 401; TI#: TI-007; 2410a authority is hereby invoked (O&amp;M,N)</td>
<td>1.0</td>
<td>LO</td>
<td>$209,750.00</td>
</tr>
<tr>
<td>9200</td>
<td>R499</td>
<td>Option 1 ODCs in support of CLIN 7200: (O&amp;M, SCN, OPN, RDT&amp;E, SCC, FMS) (Fund Type - TBD)</td>
<td>1.0</td>
<td>LO</td>
<td>$5,256,796.00</td>
</tr>
<tr>
<td>9300</td>
<td>R499</td>
<td>Option 2 ODCs in support of CLIN 7300: (O&amp;M, SCN, OPN, RDT&amp;E, SCC, FMS) (Fund Type - TBD)</td>
<td>1.0</td>
<td>LO</td>
<td>$5,248,838.00</td>
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</table>

**FEE TABLE**

<table>
<thead>
<tr>
<th>Labor CLINs/SLINs</th>
<th>Fee/Hour *</th>
<th>Fee % *</th>
</tr>
</thead>
<tbody>
<tr>
<td>7100 &amp; 7101 Total Priced SLINs</td>
<td>$2.05</td>
<td>5.41%</td>
</tr>
<tr>
<td>7200 &amp; 7201 Total Priced SLINs</td>
<td>$2.05</td>
<td>5.41%</td>
</tr>
<tr>
<td>7300 &amp; 7301 Total Priced SLINs</td>
<td>$2.07</td>
<td>5.43%</td>
</tr>
</tbody>
</table>

The following Clauses are incorporated by Full Text:

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

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

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

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

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

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

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

(c) Relocation costs and travel costs 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:

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

This entire contract is cost type.
SECTION C DESCRIPTIONS AND SPECIFICATIONS

NUWC Newport Naval Array Technical Support Center (NATSC) Statement of Work

1.0 BACKGROUND

The Naval Undersea Warfare Center's Division Newport Naval Array Technical Support Center (NATSC) integrates all towed array and tow cable repair level activity into a consolidated facility. The NATSC facility provides lifecycle support (diagnostic testing, troubleshooting, refurbishments, upgrades and repairs) for all Navy towed arrays including both surface ship and submarine applications. These services will be provided on a continuing basis to ensure sufficient inventory levels to serve the Navy’s missions.

2.0 SCOPE

The Contractor shall perform tasks in support of towed array sonar programs for NUWC Newport’s Sensors and SONAR Systems Department. The contractor shall provide services for operation of the NATSC facility to manufacture, upgrade, repair, refurbish, diagnose, troubleshoot, test, evaluate, salvage and scrap towed arrays, towed array modules, towed array component parts, tow cables, tow cable component parts, towed array outboard cable assemblies, hoses, hose component parts, ancillary equipment and ancillary equipment component parts for all US Navy and Foreign Military Sales (FMS) towed array systems currently in service, recently taken out of service and others that may be put into fleet service during the course of this contract. The contractor shall also be responsible for production engineering, technical and logistics support for US Navy and FMS towed array systems. This requirement falls within the scope of SeaPort-e basic paragraphs 3.7, 3.13, and 3.16.

2.1 APPLICABLE SYSTEMS

Surveillance Towed Array Sensor System (SURTASS):
   A180R JAOS (All Variants)
   TL-29 JAOS (All Variants)
   TL-29A Twin Line

Surface Towed Arrays (Tactical):
   AN/SQR-18
   AN/SQR-19
   TB-37 Multi-Function Towed Array (MFTA)

Submarine Towed Arrays:
   TB-16 (All Variants)
   TB-29
   TB-29A (All Variants)
   TB-34
   TB-23

Tow Cables (all variants)

Towed Array Cable Assemblies (all variants)

Outboard Cable Assemblies

Hose Assemblies (all variants)

NATSC consists of 100K square feet of industrial space located at Naval Undersea Warfare Center Division Newport (NUWC DIVNPT) and the Naval Station Newport (NAVSTA).

a. The primary repair facility is comprised of 40K square feet and is utilized for the repair, refurbishment and upgrade of towed arrays and towed array modules. This building houses the module level Heading Sensor Calibration Facility, Hydro-Static Pressure Test Chambers, Tension Test Facility, Towed Array Handler Land Based Test Facilities, Towed Array Module Buoyancy Facility, Towed Array Module Hosing and De-hosing Facilities, Tool Cage, Parts Cage, Engineering Laboratory, Isopar tank farm storage facility and miscellaneous test and material handling support equipment. The building contains two self-leveling loading docks and one ground
level loading dock.

b. The hose manufacturing facility comprises 20K square feet and is utilized to manufacture various hose assemblies and houses a hose tension test facility, thermal treatment tank, A180R Vibration Isolation Module (VIM) Hosing Facility, hose grinding and swaging stations and Hose Storage Facility. This building has a ground level access loading facility.

c. The storage facility comprises 10K square feet and is utilized for storage of array reels, Tow Cables, Hose Assemblies, and all bulk storage materials to support NATSC operations.

d. The logistics facility comprises 30K square feet and is utilized for Tow Cable Production and Repair, Bulk Storage, Packing and Crating, Shipping and Receiving, Quality Assurance, Logistics, Inventory Control, Receipt Inspection, Non-Conforming Material Cage, Planning, and Purchasing. This building has a ground level loading dock and two load leveling loading docks. External to this building is the bulk reel storage area.

e. NATSC has an additional 350 square feet facility containing the Heading Sensor Calibration Facility, which is used for sensor level calibrations only.

The NATSC facility uses the following software suites in running the operation, 1) Master Control, 2) NATSC Depot Application (NDA), 3) Towed Array Management System (TAMS), and 4) other Government enterprise systems identified in individual Technical Instructions. The contractor shall perform using these suites as detailed herein and in individual Technical Instructions.

1. The Sensors and Sonar Systems Department utilizes a comprehensive Process/Document Management System herein referred to as Master Control. Master Control is a commercially available software package that is used for two primary purposes at NATSC. The first is to provide the Operating Contractor access to Government approved Work Instructions (WIs) and product drawings for use in day-to-day operations. WIs provide detailed steps for the repair and refurbishment of each of the items in the NATSC product line. Product drawings are the engineering drawings for each of the NATSC product lines and support equipment. The second purpose of Master Control is to electronically route the forms required for the day-to-day operation of NATSC. These forms include: Action Items, Contract Delivery Forms, Loan/Transfer Authorizations, Requests for Deviation and NUWC Trouble Reports. These forms are electronically routed via Master Control to the appropriate responsible individual(s). The Responsible Individual (RI) is made aware that they must act upon the notification in their Master Control Inbox. All open and completed forms are available for viewing within Master Control by anybody at NATSC who has a Master Control account. Master Control is a web-based application available from any Navy Marine Core Internet (NMCI) computer. The following table provides a description of documentation types contained in Master Control as of the notice of solicitation.

<table>
<thead>
<tr>
<th>Product Line</th>
<th>Jigs/Tools/Fixtures (JTF) Drawings</th>
<th>Work Instructions, Troubleshooting Guides and Pass/Fail Criteria</th>
<th>Towed Array Module Drawings and Parts Lists</th>
</tr>
</thead>
<tbody>
<tr>
<td>A180R/JAOS Surveillance Towed Array</td>
<td>25</td>
<td>70</td>
<td>57</td>
</tr>
<tr>
<td>TB-37 Surface Ship Towed Array</td>
<td>19</td>
<td>31</td>
<td>400</td>
</tr>
<tr>
<td>SQR-19 Surface Ship Towed Array</td>
<td>42</td>
<td>61</td>
<td>700</td>
</tr>
<tr>
<td>TB-16 Submarine Fatline Towed Array</td>
<td>140</td>
<td>97</td>
<td>800</td>
</tr>
<tr>
<td>TB-16G Submarine Fatline Towed Array</td>
<td>1</td>
<td>20</td>
<td>220</td>
</tr>
<tr>
<td>TB-23 Submarine Thin Line Towed Array</td>
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<td>4</td>
<td>79</td>
</tr>
<tr>
<td>TB-29A Submarine Thinline Towed Array</td>
<td>50</td>
<td>70</td>
<td>280</td>
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<tr>
<td>TL-29A Surveillance Towed Array</td>
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<td>32</td>
<td>300</td>
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<tr>
<td>TB-34 Submarine Fatline Towed Array</td>
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<td>4</td>
<td>210</td>
</tr>
<tr>
<td>Facility Drawings</td>
<td>170</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

During contract performance, the contractor shall use the most current version of documents stored in Master Control.

2. NATSC Depot Application (NDA) is a custom Government-owned and controlled website that provides three main functions. The first function is an inventory database for all of NATSC's parts and products. All parts have a location, condition code, quantity, rev level, serial numbers, and other information or notes. The history of all parts transactions are available within NDA. The second function of NDA is to track all jobs (repair and manufacturing) within NATSC. The status of an open job, or job order (JO) number, is tracked in NDA, and the history of all JO's ever completed at NATSC is available within NDA. Reports can be obtained using a variety of different search parameters. The third function involves the purchase of material to
replenish inventory or to establish new stock items. All inventory items have a history of procurement, which includes the time to receive parts once ordered (delivery schedule when partial shipments are acceptable), the price, the source of funding, the condition of material when received and min and max order trip points.

3. The Towed Array Management System (TAMS) is a custom Government owned and controlled software application and allows near real time tracking of each towed array module down to the component level, condition code, location, Engineering Change Proposal (ECP) status, configuration history, platform history, calibration history, and recertification across multiple activities. All pertinent repair data is entered into TAMS including the date of repair, the primary failure mode and part and a summary paragraph of the repair effort. TAMS is also used to develop long term budgeting projections and near term procurement plans for parts and assemblies for fleet support. In addition to providing NATSC a material inventory control function for modules entering and leaving the depot, TAMS is also used to support waterfront activities associated with the movement of Towed Array Assets.

2.2 APPLICABLE SPONSORS

NATSC sponsors include:
- Submarine Acoustic Systems PMS 401
- Integrated Warfare Systems IWS 5
- Naval Supply NAVSUP
- Foreign Military Sales FMS
- Maritime Surveillance Systems PMS 485
- Office of Navy Research ONR
- Office of Naval Intelligence ONI
- Fleet Activities

2.3 APPLICABLE NUWCDIVNPT DEPARTMENTS

This contract is applicable to the Sensors and SONAR Department, Code 15, of the Naval Undersea Warfare Center Division Newport, RI.

2.4 FUNDING TYPES

Funding types to be used under this Task Order include:
- a. NUWCDIVNPT Service Cost Center (SCC)
- b. Operation & Maintenance, Navy (O&MN)
- c. Other Procurement, Navy (OPN)
- d. Shipbuilding and Conversion, Navy (SCN)
- e. Foreign Military Sales (FMS)
- f. Research, Development, Test & Evaluation, Navy (RDT&EN)

3.0 APPLICABLE DOCUMENTS/REFERENCE

The following documents apply to the requirements of this SOW:

<table>
<thead>
<tr>
<th>Document Reference Number</th>
<th>Document Name</th>
<th>SOW Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>QOP-000 The (NATSC) Quality System Manual (QSM), supplemented by the following detailed policies and procedures:</td>
<td>4.2.1, 4.2.2</td>
</tr>
<tr>
<td>3.2</td>
<td>QOP-001 Document &amp; Data Control Policy and Procedure</td>
<td>4.3.1</td>
</tr>
<tr>
<td>3.3</td>
<td>QOP-002 Control of Records Policy and Procedure</td>
<td>4.3.1</td>
</tr>
<tr>
<td>3.4</td>
<td>QOP-003 Continual Improvement Policy and Procedure</td>
<td>4.8.1</td>
</tr>
<tr>
<td>3.5</td>
<td>QOP-004 Process Control Policy and Procedure</td>
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Throughout this SOW, the contractor is required to submit Quality Operating Forms (QOFs) where applicable (in addition to separately-cited Data Deliverables) via Master Control. The contractor shall prepare the required forms in accordance with NATSC Quality System Manual (QSM) and QOP's 001-022. A summary of the form is shown in Table 1.

Table 1

<table>
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<td>QOF-009</td>
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<td>QOF-010</td>
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</tr>
<tr>
<td>QOF-011</td>
<td>(RESERVED FOR GOVERNMENT USE)</td>
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</table>
4.0 REQUIREMENTS

As specific needs are identified, Technical Instructions will be issued to initiate work. Technical Instructions will identify the specific tasks within the scope of the basic SOW to be performed and the delivery requirements that shall be met.

In accordance with Applicable Documents and using Government Furnished Information (GFI), the contractor shall provide the following services:

4.1 CONTRACT TRANSITION

4.1.1 Start-Up Tasking: The contractor shall achieve 100% of the required throughput (i.e., full operational tempo) for each product line within 30 calendar days from the period of performance start date. The contractor shall submit visit requests for all proposed on-site personnel within 10 business days of contract award, following procedures outlined at http://www.navsea.navy.mil/nuwc/newport/pages/visitreq.aspx. The contractor shall submit requests for all required security credentials (e.g., badges) in accordance with the GFI minimum transition schedule, to be provided at Task Order award. Upon receipt of that GFI, the contractor shall update the Transition Project Plan, in particular the schedule of events. The contractor shall deliver an updated Transition Project Plan (previously provided IAW RFP Section L) within 15 days of Task Order award. This Transition Plan shall emphasize and elaborate on contractor activities after Task Order award through the first 30 days of full contract performance.

Deliverable for 4.1: The contractor shall deliver an updated Transition Plan (previously provided IAW RFP Section L) within 15 days of contract award in accordance with CDRL A001. This Transition Plan shall emphasize and elaborate on contractor activities after contract award through the first 30 days of full contract performance. DID content item 10.2.4, Personnel, shall be delivered as a separate appendix detailing personnel info required for clearances and badging.

4.2 TROUBLE-SHOOT, EVALUATE, TEST, DIAGNOSE, UPGRADE, REPAIR, REFURBISH AND MANUFACTURE TOWED ARRAY ASSETS

4.2.1 REPAIRS: Upon receipt of an action item via Master Control, the contractor shall troubleshoot and evaluate assets and components via standardized testing in accordance with the specified documents contained within the action item including Work Instructions and Troubleshooting Guides found in reference 3.24 NUWCDIVNPT NATSC Work Instructions to determine the extent of upgrade, repair, and refurbishment required. The contractor shall update NDA and TAMS with shipping transactions within 72 hours after receipt of Not Ready For Issue (NRFI) modules from Intermediate Maintenance Activity (IMAs) or from the fleet. The contractor shall adhere to precautions outlined in QOP-007 Electro-Static Discharge (ESD) Procedures, applicable Work Instruction in reference 3.24 and reference 3.25 MIL-STD 1686C Electro Static Discharge Control Program for Protection of Electrical and Electronic Parts, Assemblies and Equipment (Excluding Electrically Initiated Explosive Devices) during these procedures.

4.2.1.1 Normal Repairs: Based on historical levels of repairs obtainable through Master Control if the troubleshooting and evaluation results fall within a normal hourly range, the contractor shall repair, upgrade and/or refurbish the towed array asset in accordance with the specified documents contained within the action item including Work Instructions and Troubleshooting Guides found in reference 3.24 and QOP-016 Monitoring and Measurement of Product Policy and Procedure in reference 3.1 (NATSC) Quality System Manual (QSM). At completion of work on these assets and components, the contractor shall update all applicable databases in accordance with QOP-004 Process Control Policy and Procedure and QOP-022 TAMS/NDA procedures.

4.2.1.2 Above Normal Repairs: Based on historical levels of repairs obtainable through Master Control if the troubleshooting and evaluation results fall above a normal hourly range, the contractor shall submit a QOF-019 Above Normal Repair Request Form via Master Control. If the QOF-019 Above Normal Work Repair Request is approved by the Government in Master Control, the contractor shall repair, upgrade and/or refurbish the towed array asset in accordance with the applicable Work Instructions and Troubleshooting
Guides found in reference 3.24 and QOP-016 Monitoring and Measurement of Product Policy and Procedure in reference 3.1 (NATSC) Quality System Manual (QSM). At completion of work on these assets and components, the contractor shall update all applicable databases in accordance with QOP-004 Process Control Policy and Procedure and QOP-022 TAMS/NDA procedures.

4.2.1.3 New Product Introduction: For assets and components which have no historical levels of repairs the contractor shall submit a QOF-020 Special Work Breakdown Repair Request Form via Master Control. If the QOF-020 is approved via Master Control, the contractor shall repair, upgrade and/or refurbish the towed array asset in accordance with the applicable Work Instructions and Troubleshooting Guides found in reference 3.24 and QOP-016 in reference 3.1. At completion of work on these assets and components, the contractor shall update all applicable databases in accordance with QOP-004 Process Control Policy and Procedure and QOP-022 TAMS/NDA procedures.

4.2.1.4 Non-Standard Repairs: For assets and components that require evaluation testing and repair outside the provided work instructions (applicable documents 3.1 and 3.24) the contractor shall submit a QOF-020 Special Work Breakdown Repair Request Form via Master Control. If the QOF-020 is approved via Master Control, the contractor shall repair, upgrade and/or refurbish the towed array asset in accordance with revised repair procedures provided by the Government for incorporation into the applicable Work Instructions and Troubleshooting Guides found in reference 3.24 and QOP-016 in reference 3.1. At completion of work on these assets and components, the contractor shall update all applicable databases in accordance with QOP-004 Process Control Policy and Procedure and QOP-022 TAMS/NDA procedures.

Deliverable for 4.2.1.4: The contractor shall deliver Failure Reports in accordance with CDRL A002. These reports shall identify all failures identified during the repair, refurbishment, or upgrade processes. Failure reports shall include the module type, the module serial number, the mechanism and/or parts that failed, condition under which failure occurred, process steps failure occurred at, and the failure indication(s) (i.e. how was failure detected).

4.2.2 TOW CABLES, HOSE ASSEMBLIES AND TOWED ARRAY CABLE ASSEMBLIES

Upon receipt of an action item via Master Control, the contractor shall repair or fabricate tow cables, hose assemblies, and towed array cable assemblies in accordance with applicable Work Instructions in reference 3.24 and QOP-016 in reference 3.1. At completion of repair or fabrication of these assets and components, the contractor shall update all applicable databases in accordance with QOP-004 Process Control Policy and Procedure.

4.2.3 RESOURCE ALLOCATION, PLANNING AND SCHEDULING:

The contractor shall plan and schedule all trouble-shooting, evaluation, testing, diagnosis, upgrading, repair, refurbishment and manufacturing-related tasks considering labor, facility, material, incompatibilities with other tasks, and provisions for “spike” or surge requirements. Furthermore, the contractor shall use inventory level information from the fleet (incl. NAVSUP) and Intermediate Maintenance Activity(IMAs) (GFI 6.1), as well as any pending Action Items received via Master Control (including pending failure investigations and other such production issues), to plan and schedule all product deliveries. To ensure response time for high priority fleet requirements, i.e. Casualty Reports (CASREPS) or longer-term surge requirements is minimized, the contractor shall acknowledge and initiate response within 4 business hours or less for all Master Control actions regarding CASREPS and fleet requirements.

Deliverable for 4.2.2 and 4.2.3: The contractor shall deliver a Daily Work In Process (WIP) Report (i.e., production schedule) in accordance with CDRL A003 and no later than 10:00 am daily. The schedule shall include the following for each product being worked for the day, identified by type and serial number: repair and test activities for each product, test facility usage estimates, and projections for when the product will be completed. The schedule shall also list the Not-Ready-For-Issue (NRFI) inventory (i.e., products awaiting processing).

Deliverable for 4.2.3: The contractor shall deliver an unclassified weekly summary of response times for high priority fleet requirements in accordance with CDRL A004. The summary for each response shall include CASREP number or reference, receipt time, response time, the unclassified summary of the response (for example: shipped module, accelerated delivery of required module, supplied estimated shipping date for required module).

4.3 LOGISTICS AND CONFIGURATION CONTROL

The contractor shall conduct configuration management in accordance with applicable document 3.26 PEO SUB PMS4011/4013-Configuration Control Manual (CCM) 16 January 08.

4.3.1 DATA, DOCUMENT AND RECORD CONTROL
4.3.1.1 Hardcopy Documentation: The contractor shall continually monitor all hardcopy documentation for NATSC operations, IAW QOP-001 Document & Data Control Policy and Procedure to ensure the latest revision level is used for all Work-In-Process (WIP). The contractor shall replace all out of date hardcopy documentation from the NATSC operations floor with the current version.

4.3.1.2 Document & Record Control: The contractor shall continually ensure all documents and records required by the Quality Systems Manual (QSM) are maintained in Master Control to ensure proper authorization, identification, storage, protection, accessibility, retrieval, retention and disposal in accordance with QOP-001 Document & Data Control Policy and Procedure and QOP-002 Control of Records Policy and Procedure.

4.3.1.3 Document & Record Archiving: The contractor shall retain, archive and retrieve all product repair, refurbishment, upgrade, and manufacturing documentation including all incoming material inspection documentation in accordance with QOP-002 Control of Records Policy and Procedure. The contractor shall not dispose of any documentation without written approval via GFI 6.2.

4.3.2 DOCUMENT CHANGES

In the event the contractor identifies a deficiency in the Master Control library it shall initiate a Trouble Report in accordance with QOP-013 Trouble Report Policy and Procedure via a QOF-002 to inform the Government of the deficiency. The Government will evaluate the trouble report and take whatever actions necessary, if any, to resolve the deficiency. The contractor shall immediately update the hardcopy work instructions with the revised documents and distribute to NATSC operations personnel.

4.3.3 DEVIATION REQUESTS

The contractor shall submit via Master Control a QOF-007 Request for Deviation Form in accordance with QOP-012 Deviation Request Policy and Procedure prior to performing work without the required technical documentation or work that differs from the approved technical documents.

4.3.4 PRELIMINARY ENGINEERING CHANGE PROPOSALS (PECPs/ECPs)

The Government will submit via Master Control, a proposed PECP/ECP package in accordance with the PEO-SUB PMS4011/4013-Configuration Control Manual (CCM) 16 January 08 (Applicable document 26), which includes any preliminary test data and analysis that supports the requested change's technical feasibility as well as alternative part test results and recommendations. Upon receipt of an action item via Master Control the contractor shall review and comment on PECP/ECP packages to determine what impacts, if any, these packages will have on repair times, production throughput, product quality, and parts inventories. The contractor shall submit a QOF-016 PECP/ECP Impact Analysis Form, which includes all associated documentation and parts affected by the proposed change.

Deliverable for 4.3.4: The contractor shall deliver a P/ECP Impact Analysis in accordance with CDRL A005

4.3.5 TROUBLE REPORT SYSTEM

4.3.5.1 Daily Floor Trouble Reports: The contractor shall utilize the Trouble Report system in Master Control in accordance with QOP-013 Trouble Report Policy and Procedure when identifying problems for daily floor activities, documentation errors, or technical problems. The contractor shall initiate a QOF-002 Trouble Report Form in Master Control that automatically routes the form in accordance with the previously established routing diagram shown in QOP-013.

4.3.5.2 Facility Trouble Reports: The contractor shall submit a QOF-002 for building related issues. The Government will then submit a NUWC Trouble Report via the NAVSTA Facilities Trouble Report system available via the NUWCDIVNPT Newportal website for all building related functions. Such functions include Heating Ventilation Air Conditioning (HVAC), Fire Suppression, Eye Wash Stations, Rest Room Maintenance and Repairs, Snow Removal, Main Power Panel Modifications, Leaking Pipes, Loading Dock Levelers, and all other building related functions to alert NUWC Facilities on issues which may impact NATSC operations.

Deliverable for 4.3.5: The contractor shall provide a weekly summary of trouble reports in accordance with CDRL A004; summary shall include, at minimum: the number of new reports, status of open reports, and list reports closed during the reporting period.

4.3.6 ACTION ITEMS, CORRECTIVE ACTIONS AND PREVENTATIVE ACTIONS

The contractor shall document action items in Master Control, track and validate in accordance with QOP-010 Action Items and Corrective Actions Policy and Procedures, QOP-011 Preventative Action Policy and Procedure, and QOF-018 Action Item Form, and submit for Government approval in Master Control.
4.3.7 PARTS INVENTORY PLANNING

4.3.7.1 Inventory: The contractor shall identify, maintain and replenish inventory levels using NATSC Depot Application (NDA) to meet NATSC's operational requirements. The contractor shall maintain the NDA system for accurate inventory quantity, location and status of material in accordance with QOP-017 NATSC Depot Application (NDA) Policy and Procedure. The contractor shall provide a recommended list of material and parts required to replenish inventory stock levels to the Government each quarter. This list will be used by the Government as an input to determine the required material and parts to be ordered in subsequent Task/Delivery Orders.

4.3.7.2 Urgency: The contractor shall review material requirements for urgency and recommend to the Government which items require accelerated delivery. In the event of potential impacts to the product line delivery schedule, the contractor shall notify the Technical Project Manager (TPM) and Contracting Officers Representative (COR) of the risks and steps being taken to mitigate the risk. The contractor shall review material requirements for inventory shortages and alert the TPM and COR when a material shortage will affect the product line. A material shortage shall be defined as when the number in stock is insufficient to support repair efforts, based on the usage per week averaged over the previous 12 months and the lead time to replenish the inventory.

4.3.7.3 Loans & Transfers: The contractor shall reallocate resources to meet emergent requirements and coordinate the process of loaning and transferring of materials belonging to other projects, in accordance with QOF-017 Inventory Loan/Transfer Authorization, and shall perform the corresponding transactions in NDA required to affect the loan and transfer of material in accordance with QOP-017 NATSC Depot Application (NDA) Policy and Procedure.

4.3.7.4 Inventory Adjustment: The contractor shall monitor NDA to ensure all inventory adjustment and gain transactions resulting from a QOF-012 Inventory Adjustment Authorization Form submission is accurately completed. If the contractor finds discrepancies between the actual transaction completed and the submitted form, the contractor shall make the appropriate transaction in NDA.

4.3.7.5 New Part Numbers: The contractor shall complete and submit a QOF-010 NDA Parts Catalog Request Form when new part numbers are required.

4.3.7.6 Material Order Time: The contractor shall record the duration of time between when funds and associated GFI 6.6 were provided to the contractor and the time that the material order was placed.

Deliverable for 4.3.7: The contractor shall deliver risk reports in accordance with CDRL A006 which include, at a minimum, the time between funds/GFI receipt and material order placed, the potential items for material/inventory shortfall, equipment limitations, staffing issues, impact assessment if risk is realized, and the steps being taken to mitigate the risk.

Deliverable for 4.3.7: The contractor shall deliver a Monthly Inventory Summary Report in accordance with CDRL A007. This multi-section report shall include:

1. Recommended List of Parts for Purchase: shall include, at minimum, a list of parts to maintain inventory: part numbers, quantity, days remaining in stock, vendor(s), prices, and estimated delivery schedule (lead time) in days.

2. List of all Material/Purchase Orders placed during the reporting period, and the status of those orders. Each material/purchase order listing shall identify the Technical Instruction and SLIN under which the Government provided funding, and the duration of time between when that funding was receivd and the material order was placed. Material/purchase order numbers shall match order numbers in NDA. Inventory Borrow/Payback Report: shall delineate all “borrowed” parts actions from one product line to another, and likewise track the “payback” actions.

3. Open Order Report: shall provide a report of all open purchase orders, which shall include the vendor, purchase order number, material part number, quantity ordered, delivery order under which the order was placed, and expected delivery date.

4.3.7.7 Operating Material & Supplies (OM&S): The contractor shall comply with Government requirements as defined in Applicable Document 3.28 OM&S NAVSEA Interim Guidance dated 20 DEC 2012 for property that may be acquired, consumed, or expended during the performance of a project, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. The contractor shall enter and maintain OM&S records in Enterprise Resource Planning (ERP) to ensure accurate material status for all NATSC inventory.

4.3.8 PARTS INVENTORY MANAGEMENT
The contractor shall dispense parts in accordance with a Material Move Request (MMR) as defined in QOP-004 Process Control Policy and Procedures and reference 3.48. Material serial numbers shall be tracked and failed parts must be turned back in so that jobs can be closed out in accordance with QOP-017 NUWC Depot Application (NDA) Policy and Procedure.

4.3.9 SHIPPING

The contractor shall coordinate the shipment of outgoing assets in accordance with QOP-004 Process Control Policy and Procedure, and applicable documents 3.29 MIL-STD-129P (4) Military Marking for Shipment and Storage, 3.30. P700-CNP Common Naval Packaging and 3.31 MIL-STD-2073-1E Standard Practices for Military Packaging. Once the product is shipped, the contractor shall update NDA and TAMS with the shipment transaction.

4.4 UTILIZATION AND MANAGEMENT OF DATABASES (NDA, TAMS & MASTER CONTROL)

4.4.1 NDA

The contractor shall process transactions in NATSC Depot Application (NDA), including Inventory Management, Job Order Management, Purchase Orders Management, Plant Property Accounting, and System Administration, as delineated in QOP-017 NATSC Depot Application (NDA) Policy and Procedure.

4.4.2 TAMS

The contractor shall record asset transactions and update depot level repairs or assemblies in the Towed Array Management System (TAMS) in accordance with QOP-004 Process Control Policy and Procedure and QOP-022 TAMS/NDA Procedures. The contractor shall reconcile NATSC module inventory status between TAMS and NDA weekly, providing confirmation that the databases are consistent and a list of adjustments made (as applicable) with the Weekly Highlights.

Deliverable for 4.4: The contractor shall reconcile inventory status between TAMS and NDA in accordance with CDRL A004; weekly report shall include a list of all parts ordered and received during the week.

4.4.3 MASTER CONTROL

The contractor shall process transactions in Master Control for the handling of all trouble reports, change requests and associated QOFs; and other documents detailed in Section 2.1. The contractor shall perform System Administration and Maintenance, including management of user accounts and occasional updates to forms and embedded routing protocols.

4.5 MATERIAL INSPECTION AND RECEIVING

4.5.1 MATERIAL INSPECTION

The contractor shall ensure that all parts and materials placed into inventory meet the requirements of the drawings and specifications in Master Control by performing receipt inspection in accordance with QOP-004 Process Control Policy and Procedure. This applies to all new, newly reworked and prematurely failed in-service material, products and software regardless of value or warranty period for both Government supplied and contractor purchased material. Before receipt into general stock, the contractor shall inspect all incoming materials in accordance with QOP-016 to verify that incoming items conform to specified requirements. The contractor shall record all receipt inspections in NDA in accordance with QOP-017. The contractor shall designate Product Data Reporting and Evaluation Process (PDREP) Points of Contacts (POCs) and shall have these POCs apply for access to the PDREP web site in order to make data entries, obtain various data reports, and take training on how to implement PDREP procedures and data entry (reference NUWCDIVNPT Instruction 4855.5E Product Data Reporting and Evaluation Program (PDREP)).

4.5.1.1 Passed Inspections: For material that meets inspection requirements, the contractor shall process a Material Inspection Report (MIR) in accordance with applicable document 3.32. The contractor shall also receive and file Certificates of Conformance and retain those records until disposal is authorized by the Government.

Deliverable for 4.5.1.1: The contractor shall deliver a Certificate of Compliance in accordance with CDRL A009. DID content item 2(i) shall reference the associated QOF-008 and shall identify the means of disposition in accordance with QOP-009. Attach copies of evidence confirming material conformance.
4.5.1.2 Failed Inspections: The contractor shall address failed material receipt inspections in accordance with QOP-017 and then process the failed component(s) in accordance with results of QOP-009 Material Review Board. The contractor shall complete receiving inspection record (QOF-004) in accordance with QOP-016. The contractor shall process a PDREP Supplier Discrepancy Reports (SDR) and Product Quality Deficiency Reports (PQDR) in accordance with PDREP applicable document 3.32. The contractor shall update NDA and TAMS with shipping transactions within 24 hours after receipt of Not Ready For Issue (NRFI) modules from the fleet. The contractor shall also receive and file Certificates of Conformance and retain records until authorized for disposal by the Government, via Master Control.

Deliverable for 4.5.1.2: The contractor shall deliver a list of non-conforming parts in accordance with CDRL A008. The tabular list shall identify the part and serial number, the reason for non-conformance and the supplying vendor.

4.5.2 CONFORMING PRODUCT AND MATERIAL

The contractor shall maintain and track inventory levels using NATSC Depot Application (NDA). The contractor shall maintain the NDA system for accurate inventory quantity, location and status of material in accordance with QOP-004 and QOP-017 and ensure the OM&S records in Enterprise Resource Planning (ERP) accurately reflect material status for all NATSC inventory. The contractor shall maintain control of inventory within the secured locations of each building. The contractor shall issue parts to product lines using NDA in accordance with QOP-004 and QOP-017. The contractor shall issue parts to a corresponding NATSC Work Package Job Order Number (JO). The contractor shall record failed parts in NDA and return to the non-conforming parts location prior to closing a JO Number. The contractor shall transport inventory between NAVSTA and NUWC buildings in support of all NATSC operations. The contractor shall return all parts in excess of the repair requirements to inventory and record in NDA.

4.5.3 NONCONFORMING PRODUCT AND MATERIAL

The contractor shall identify and record nonconforming product and material in NDA. The contractor shall review the NDA system to track the disposition and/or usage of nonconforming parts. The contractor shall maintain a record in NDA of parts issued to repair a product in accordance with QOP-009, QOP-016, and QOP-017. The contractor shall hold Material Review Boards (MRBs) for material with a cost greater than $500.00 to recommend the appropriate disposition of non-conforming material or products in accordance with QOP-009. The contractor shall complete a QOF-008 MRB Disposition Form, with disposition recommendations and submit the form for Government approval via Master Control prior to disposition. The contractor shall then dispose of non-conforming material, in accordance with the six options listed in QOP-009: Internal Test/Repair, External Test/Repair, Return to Vendor (RTV), Use As Is (UAI), Scrap, or Hold. If the MRB recommends and the Government approves repairing, reworking, or otherwise bringing the part into compliance, the contractor shall deliver a Technical Report referencing the associated QOF-008 and identifying the means of disposition IAW QOP-009. The contractor shall attach copies of evidence confirming material conformance. The contractor shall segregate non-conforming product and material and ensure it is physically marked, removed from the operations flow, and placed in non-conforming storage area within the secured locations of each building.

4.5.4 IN-PROCESS INSPECTION

4.5.4.1 Critical Products: The contractor shall monitor and control all critical product characteristics in accordance with QOP-004 Process Control Policy and Procedure from initial inspection through final testing. All products shall be identified through every stage of the production process including repair, refurbishment, upgrade and manufacturing by tagging or marking the product with a description and part numbers and referencing the work package. The contractor shall complete product identification and traceability in accordance with QOP-014 Product Identification and Traceability Policy and Procedure.

4.5.4.2 Inspections: If a product fails inspection and/or a test, the contractor shall document the failed results and return the product to the appropriate area for rework. The contractor shall ensure all rework is documented in the appropriate traveler followed by the required rework inspection and/or test. The contractor shall not release any products until all required inspections and tests are conducted and test records indicate that the product meets the specified requirements unless a deviation is authorized by the Government in accordance with QOP-012 Deviation Request Policy and Procedure.

4.5.4.3 Inspection and Test Records: The contractor shall complete the Inspection and Test Records as follows: QOF-003 Inspection Record when in-process inspection is completed, whether the result is a pass or a fail; and a QOF-005 Test Record each time a test is completed, whether the result is a pass or fail. The contractor shall file inspection and test records in hardcopy format until approved by the Government for disposal. The contractor shall document an exemption for either the failed inspection and/or test on a QOF-006 Inspection/Test Exemption Request. The contractor shall also gather all pertinent data to support the request for any exemption.

4.5.4.4 Procedures For RFI Products: Prior to release for shipment or stocking of products as Ready For Issue (RFI), the contractor shall obtain an approved QOF-009 Contract Delivery Form in accordance with QOP-004 Process Control Policy and Procedure. The contractor shall complete final inspection prior to packaging in accordance with the appropriate work instruction.
4.5.4.5 In-process Failure Report: The contractor shall conduct analysis of failures identified during the repair, refurbishment, or upgrade process. The contractor shall collect and analyze process related failures that result in rework and determine the root cause and recommend to the Government methods to reduce and eliminate future occurrences. The contractor shall identify areas where cost savings, cost avoidance, and repair times can be reduced. The contractor shall deliver a monthly In Process Failure and Rework Reports which include the module type, the module serial number, the mechanism and/or parts that failed, the condition under which failure occurred, process steps at which failure occurred, and the failure indication(s) (i.e., how was failure detected).

Deliverable for 4.5.4.5: The contractor shall deliver a summary of in-process failures in accordance with CDRL A008.

4.6 GENERAL NATSC SUPPORT

4.6.1 HAZARDOUS MATERIAL

The contractor shall coordinate, track, handle, and store all hazardous materials used in the production, repair and maintenance of NATSC products in accordance with the policy outlined in applicable document 3.33 NUWCDIVNPTINST 5090.3 Series Hazardous Materials Control Program. Hazardous Materials used in performance shall be on the work center Authorized User List and receive Safety Office approvals in accordance with applicable document 3.33 NUWCDIVNPTINST 5090.3 Series Hazardous Materials Control Program. In the event of a hazardous materials spill, the contractor shall report in accordance with applicable document 3.49NUWCDIVNPT Emergency Action Guidelines. Additionally, the contractor shall notify the COR, TPM and the NUWCDIVNPT Safety Office within one hour of the occurrence.

4.6.2 ENVIRONMENTAL, HEALTH AND SAFETY

4.6.2.1. Environmental, Health and Safety Program: The contractor shall maintain an environmental, health and safety program in support of NATSC and general facilities operations in accordance with applicable documents 3.33 and 3.34 NUWCDIVNPTINST 5100 Series Occupational Safety and Health (OSH) Program. The NUWC Newport Safety Office will periodically perform Safety inspections of the NATSC facility for compliance in accordance with applicable document 3.33, NUWCDIVNPTINST 5090.3 Series Hazardous Materials Control Program and 3.34, NUWCDIVNPTINST 5100.5 Series Occupational Safety and Health (OSH) Program. The COR will notify the contractor when the Government will perform these inspections. The contractor shall correct all safety deficiencies within NATSC operations in the timeframe specified by the NUWC Safety office via GFI 6.3.

4.6.2.2 Weight Handling Equipment (WHE) Inspections: The NUWC Newport Safety Office shall periodically verify NATSC facility Weight Handling Equipment (WHE) (i.e. Hoists, Forklifts, Dock Side Reeler, Lifting Slings, Gauges, Scales) meets or exceeds certification standards. The COR will notify the contractor when the Government will perform this testing. The contractor shall maintain all weight handling equipment in accordance with applicable documents 3.46 NAVFAC P307 – NAVFAC: Management of Weight Handling Equipment, 3.47 NAVSUP P538 – Management of Materials Handling Equipment and 3.50 NUWCDIVNPT Weight Handling Instruction 5100.14.

4.6.2.3 Personnel Injury Reporting: The contractor shall report all Personnel Injuries to the COR, TPM and NUWC Safety office within one hour of occurrence.

4.6.2.4 Government Facilities, Property and Equipment Damage Reporting: The contractor shall notify the COR, TPM and the NUWC Safety Office of any incidences resulting in damage to Government facilities, property and equipment within one hour. The contractor shall deliver a Safety Deficiency Status Report.

Deliverable for 4.6.2: The contractor shall deliver monthly Safety Deficiency Status Reports in accordance with CDRL A008. Reports shall include a summary of safety issues and the remediation status of any safety deficiencies.

4.6.3 CALIBRATION TRACKING

The contractor shall track calibration-required tools and equipment through the calibration cycle in accordance with applicable document 3.35 NUWCDIVNPTINST 3141.E NUWCDIVNPT Metrology and Calibration (METCAL) Program. If the equipment is rendered unserviceable, the contractor shall submit a QOF-002 in accordance with QOP-013 Trouble Report Policy and Procedure. The contractor shall remove items in need of calibration from the factory floor and place them in the Government-designated pickup area.

4.6.4 TRAINING AND CERTIFICATION

The contractor shall create and maintain a technician training and certification program in accordance with QOP-008 Specialized
Training and Certification and references 3.36 Joint Industry Standard J-STD-001E Requirements for Soldered Electrical and Electronic Assemblies and 3.37 Joint Industry Standard J-STD-006B Requirements for Electronic Grade Solder Alloys and Fluxed and Non-Fluxed Solid Solders for Electronic Soldering Applications and 3.38 MIL-STD-2042 – DoD Standard Practice: Fiber Optic Cable Topology Installation for Naval Ships (Cables). The contractor shall create and maintain a matrix detailing the specific training credentials of each employee. The contractor shall update the training matrix each time technician personnel change or accrue new certifications in accordance with QOP-018 New Employee – Contractor Requirements Policy and Procedure. Contractor personnel requiring access to Government computer systems shall successfully complete mandatory Cyber Security training as required by DOD and DON, on an annual basis. The contractor shall provide the NUWCDIVNPT Safety Office documentation on company letterhead certifying that their employees are trained in accordance with OSHA regulations, listing the employees and the corresponding programs. Programs applicable to this requirement are lockout/tagout, fall protection, confined space, and respiratory protection.

**Deliverable for 4.6.4:** The contractor shall deliver monthly Training and Certification Matrix Reports in accordance with CDRL A008. Reports shall include, at minimum, personnel names, level of certification, date of last training, and date of next required training. Reports shall identify what equipment the individual is certified to operate.

### 4.6.5 TRANSPORTATION

#### 4.6.5.1 Transportation:

In accordance with GFI 6.4 Transportation Schedules, the contractor shall provide transportation arrangements for normal and emergent requirements, twenty four hours a day, seven days a week, to safely transport towed array modules, tow cables and equipment between NUWCDIVNPT facilities. The transportation provided should at a minimum be a 24' flatbed truck or 24' box truck with air suspension and minimum vehicle load capacity of 10,000 pounds.

#### 4.6.5.2 Fork Lifts:

The contractor shall provide a total of four fork lifts identified below with the following fuel sources and load capacity ratings. All battery charging/maintenance and fork lift storage locations must be approved by the NUWCDIVNPT Safety Office. Standard Operating Procedures (SOPs) for charging and maintenance of fork lifts shall be provided to the Government for review and approval. All fork lift operators shall have the required training and licenses in accordance with applicable document NUWCDIVNPT Weight Handling Instruction 5100.14.

**Logistics and Transportation**

1. 15K lbs capacity Propane powered
2. 4.7K lbs capacity Battery powered
3. 4K lbs capacity, standup for narrow aisles Battery powered

**Main Repair Facility:**

1. 5.5K lbs capacity with 72” forks Propane powered

### 4.6.6 EQUIPMENT MAINTENANCE AND REPAIR

The contractor shall maintain sufficient inventory levels of spare parts used in preventative maintenance of NATSC equipment to sustain continual operations with down time of no more than 24 hours due to spare part shortages. The contractor shall perform repairs and preventative maintenance for NATSC equipment in accordance with the Preventative Maintenance documents in NDA and Master Control. The contractor shall submit a schedule for corrective and preventative equipment maintenance. The contractor shall provide operations and equipment improvement recommendations to support near and long term NATSC operations.

**Deliverable for 4.6.6:** The contractor shall deliver monthly Corrective and Preventative Maintenance Schedule and Status Reports in accordance with CDRL A008. Reports shall include, at a minimum, name/description of the piece of equipment, its location, identification number, summary of actual maintenance performed, maintenance periodicity, date when maintenance was last performed, and date of next scheduled maintenance.

**Deliverable for 4.6.6:** The contractor shall deliver maintenance plans and procedures in accordance with CDRL A00A.

**Deliverable for 4.6.6:** The contractor shall deliver Operations and Equipment Improvement Recommendations in accordance with CDRL A00B.

### 4.7 TECHNICAL SERVICES

#### 4.7.1 Upon receipt of an action item via Master Control, the contractor shall perform diagnostic trouble-shooting on assets and components (including in-service assets) and failure analysis reports identifying root cause failure modes, mechanisms and parts that
Deliverable for 4.7.1: The contractor shall deliver Failure Reports in accordance with CDRL A002.

Deliverable for 4.7.1: The contractor shall deliver Recommendations in accordance with CDRL A00B.

4.7.2 The contractor shall maintain, troubleshoot and repair all Jigs, Tools, Fixtures (JTF), test and plant equipment in accordance with the maintenance procedures in Master Control. Upon receipt of an action item via Master Control the contractor shall add technology improvements to NATSC operations by modifying Jigs, Tools, Fixtures (JTF), and equipment. The contractor shall review infrastructure requirements to ensure compliance in accordance with applicable document 3.45 NUWC Technical Document 11962A, 20 August 2010 and recommend changes. T

Deliverable for 4.7.2: The contractor shall deliver a Transition Plan of Manufacturing and Repair Processes for New Products Report in accordance with CDRL A00C. Transition Plan shall include, at minimum, a detailed schedule that identifies personnel, bench space, special tools, training, work instructions identification, validation/verification of new processes, test fixtures and automated test equipment, and hazmat requirements.

4.8 QUALITY MANAGEMENT SYSTEM

4.8.1. Continual Improvement: The contractor shall measure and analyze the processes to gauge when to implement corrective actions necessary to improve the Quality Management System in accordance with QOP-003 Continual Improvement Policy and Procedure, QOP-016 Monitoring and Measurement of Product Policy and Procedure and the guidelines outlined in applicable document 3.39 ISO 9001-2008 Quality Management System Requirements. The contractor shall submit a QOF-018 Action Item Form via Master Control for Government review and approval when a corrective action is required. These processes include lessons learned, continual improvement, quality policy and objectives, quality manual, quality operating procedures, work instructions, inspection instructions, test instructions, travelers, and other associated documents. The contractor shall submit a QOF-002 Trouble Report Form when it identifies the need for changes in technical documentation.

4.8.2 Internal Quality Audits: The contractor shall conduct and document internal audits for quality and safety in accordance with QOP-015 Internal Quality Audit Policy and Procedures, QOP-020 Quality Assurance Engineering Responsibilities and applicable document 3.27 NATSC NUWC Newport Quality Assurance Surveillance Plan (QASP). These audits shall ensure documented procedures properly detail current practices and are in compliance with the Quality Systems Manuals (QSMs). The contractor shall perform audits as outlined in the QASP (applicable document 3.27) and other areas that impact NATSC operations (i.e. tool room, inventory control books, travelers, personal protective equipment, HAZMAT control/housekeeping).

Deliverable for 4.8.1 and 4.8.2: The contractor shall deliver Internal Audit Results in accordance with CDRL A00D. Internal Audit Results shall include, at a minimum, reporting period, any compliance/non-compliance to QSM documented procedures, and any recommendations to improve performance for the next reporting period.

4.8.3 Corrective Actions: The contractor shall implement corrective actions to resolve all audit findings, document the corrective actions taken and provide evidence of the actions taken.

Deliverable for 4.8.3: The contractor shall incorporate resolution of audit findings in Weekly Highlights in accordance with CDRL A004. Evidence of actions taken shall be attached to CDRL A004, as applicable.

4.9 PRESENTATIONS, TRAVEL AND MEETINGS

The contractor shall produce daily Work In Progress (WIP) reports that indicate what items are currently in work, planned delivery dates, and Non-Ready-For Issue (NRFI) inventory. The contractor shall attend the weekly NUWC Production meetings and the weekly Program Office Production meetings/telcons. The contractor shall record Meeting Minutes, publish and disseminate Agendas, Work In Progress (WIP) reports, Plant Equipment Status, Inventory Status, and Action Item lists. The contractor shall attend technical and program review meetings to provide technical expertise.

The contractor shall prepare briefing materials for presentation at such reviews, and shall provide meeting minutes with technical recommendations upon conclusion of those reviews.

Deliverable for 4.9: The contractor shall deliver Meeting Minutes in accordance with CDRL A00E. Meeting Minutes shall include, at a minimum, date, location, purpose of meeting, agenda, attendees, issues/concerns, action items, and copy of handouts/presentation material from the meeting.
Deliverable for 4.9: The contractor shall deliver Trip Reports in accordance with CDRL A00F. Trip Reports shall include, at minimum: date, location, traveler names and roles, purpose and objectives of the trip and degree of accomplishment of those objectives; who was contacted, summaries of issues discussed, and any resulting action items. Additional guidance may be drawn from DI-ADMN-81250A and DI-MGMT-80061A.

Deliverable for 4.9: The contractor shall deliver Briefing Material in accordance with CDRL A00G.

4.10 SECURITY

The contractor shall comply with applicable document 3.43 NUWCDIVNPTINST 5500.4B NUWCDIVNPT Security Manual with CH2. The contractor shall perform end of day security checks in accordance with applicable document 3.44 Code 15 Standard Operating Procedure (SOP) for Office End-of-Day Secondary Check Procedure.

The contractor shall utilize and comply with the NUWCDIVNPT Operations Security (OPSEC) program as established by applicable document 3.51, NUWCDIVNPTINST 3070.1 – Operations Security. In particular, the contractor shall ensure that all onsite employees receive all necessary training in OPSEC principles per applicable document 3.52, OPNAVINST 3432.1 (series), OPSEC and 3.51 commensurate with the training that government personnel receive. The contractor shall report upon employee training completed concurrent with the requirements of section 4.6.4.

Deliverable for 4.10: The contractor shall deliver completed security container check sheets, Standard Form 702 in accordance with CDRL A008.

4.11 DISPOSAL

Upon receipt of a Task Order detailing and funding the work, the contractor shall salvage and/or scrap towed arrays, towed array modules, towed array component parts, tow cables, tow cable component parts, towed array outboard cable assemblies, hoses, hose component parts, ancillary equipment and ancillary equipment component parts. Upon disposal of any items, the contractor shall update the corresponding inventory record in NDA to reflect the disposal date.

Deliverable for 4.11: The contractor shall include a summary of disposal actions completed in Weekly Highlights in accordance with CDRL A004.

5.0 PROGRESS REPORTS

The contractor shall provide and submit cost and performance data in accordance with clause C16 -- Cost and Performance Reporting. That data shall be supplemented with the reports detailed below and with Weekly Highlights as detailed in the preceding paragraphs.

5.1.1 Status Reports: The contractor shall develop Status Reports for the same timeframe the contractor submits invoices into WAWF. These reports shall include a summary of work accomplished along with hours expended by each labor category for each task and the weekly, monthly and cumulative expenditures on each specific task. The report shall include a summary of plans for the next month, issues of concern and projected expenditures for completion of each task.

5.1.2 Weekly Highlights: The contractor shall develop a Weekly Highlights report. Highlights shall include at a minimum, for the prior week: the work accomplished, issues, environmental, health and safety issues and inspection results, and interactions with the fleet; for the upcoming week: the work planned. For work planned for the upcoming week, the report shall estimate where in the process each module under repair will be at the end of the following week. Further content details are specified in the preceding paragraphs.

5.1.3 Monthly Labor Analysis Report: The contractor shall develop a Monthly Labor Analysis Report. The report shall include a breakdown of the total hours by labor category worked for each completed module type and serial number for the subject performance period.

5.1.4 Monthly Expenditure Report: The contractor shall develop a Monthly Expenditure Report detailing cumulative expenditure data for each work task category (DO/TO and Technical Instruction (TI), as applicable), including outstanding subcontractor and vendor commitments. For each work task category, the report shall include the estimated cost-to-complete (ETC) and the estimated cost at completion (EAC).

Deliverable for 5.0: The contractor shall deliver Monthly Progress Reports in accordance with CDRL A00H.

6.0 GOVERNMENT PROPERTY/EQUIPMENT/INFORMATION/MATERIAL (GFP/E/I/M)
The Government will provide a list of Government-owned property available for contractor use under this contract as an attachment to the solicitation and resulting Contract award, for the purpose of performing tasks, as well as for gathering and delivering data that are directly related to the SOW. Applicable documents in the database systems (i.e. Master Control, NDA, TAMs, etc.) include any future variants of those systems as a result of technology expansion/improvements during the course of the contract. The contractor shall use guidelines and procedures outlined in applicable documents 3.24, 3.40, 3.41 and 3.42.

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7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

The Government will conduct quality surveillance in accordance with the NATSC QASP Applicable document 3.27 Naval Array Technical Support Center (NATSC) NUWC Newport Quality Assurance Surveillance Plan (QASP). Contractor performance will be measured against the specific standards and metrics identified in the Performance Requirements Summary, listed in section J of the task order.

The following Clauses are incorporated by Full Text:

CONTRACTOR MANPOWER REPORTING

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

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

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://www.ecmra.mil/

HQ C-1-0001 ITEM(S) 7999 - 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-2-0032 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:
   i. delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or
   ii. add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or
   iii. establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

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

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

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.
HQ C-2-0059  UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

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

UW C-2-0001  COST AND PERFORMANCE REPORTING (MAR 2017)

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

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

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

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

(2) Submission and Acceptance/Rejection:

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

The following Clauses are incorporated by Full Text:

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

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

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

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

________________________ (Name of Individual Sponsor)

________________________ (Name of Requiring Activity)

________________________ (City and State)
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: **7000 Series CLINs** - Inspection and acceptance shall be made by the Contracting Officer’s Representative (COR) or a designated representative of the Government.
SECTION F DELIVERABLES OR PERFORMANCE

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Period of Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>7100</td>
<td>8/1/2018 - 7/31/2019</td>
</tr>
<tr>
<td>7101AA</td>
<td>8/1/2018 - 7/31/2019</td>
</tr>
<tr>
<td>9100</td>
<td>8/1/2018 - 7/31/2019</td>
</tr>
<tr>
<td>9101AA</td>
<td>8/1/2018 - 7/31/2019</td>
</tr>
<tr>
<td>9101AB</td>
<td>8/30/2018 - 7/31/2019</td>
</tr>
<tr>
<td>9101AC</td>
<td>8/30/2018 - 7/31/2019</td>
</tr>
<tr>
<td>9101AD</td>
<td>8/30/2018 - 7/31/2019</td>
</tr>
<tr>
<td>9101AE</td>
<td>9/6/2018 - 7/31/2019</td>
</tr>
<tr>
<td>9101AF</td>
<td>9/6/2018 - 7/31/2019</td>
</tr>
<tr>
<td>9101AG</td>
<td>9/17/2018 - 7/31/2019</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>SLIN</th>
<th>Funding</th>
<th>Base or Option #</th>
<th>Period of Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>7100/9100</td>
<td>O&amp;MN, SCN, OPN, RDT&amp;E, SCC, and FMS</td>
<td>Base</td>
<td>08/01/2018 - 07/31/2019</td>
</tr>
<tr>
<td>7200/9200</td>
<td>O&amp;MN, SCN, OPN, RDT&amp;E, SCC, and FMS</td>
<td>Option 1*</td>
<td>08/01/2019 - 01/31/2020</td>
</tr>
<tr>
<td>7300/9300</td>
<td>O&amp;MN, SCN, OPN, RDT&amp;E, SCC, and FMS</td>
<td>Option 2*</td>
<td>02/01/2020 - 07/31/2020</td>
</tr>
</tbody>
</table>

* If option is exercised

PERIOD OF PERFORMANCE NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the Contracting Officer will 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 six(6) months.

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

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

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at NUWCDIVNPT in Newport, RI or other locations, as required by the Statement of Work.
SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

NOTE TO THE PAYMENT OFFICE (MAY 2018)
DFARS PGI 204.7108

The Payment Office shall ensure that each payment under this contract is made in accordance with the payment instructions at the following link:  
https://www.acq.osd.mil/dpap/dars/PGI/PGI.htm/current/PGI204_71.htm#payment_instructions

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

(a) Definitions. As used in this clause—
“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

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

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

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

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

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

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

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

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

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

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

COST VOUCHER (FOR 7000 AND 9000 SERIES CLINS)

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

NOT APPLICABLE FOR COST VOUCHER
(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*

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF for 7000 and 9000 Series CLINS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>HQ0338</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>N66604</td>
</tr>
<tr>
<td>Admin DoDAAC</td>
<td>S5111A</td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Ship To Code</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Ship From Code</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Mark For Code</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Service Approver (DoDAAC)</td>
<td>N66604</td>
</tr>
<tr>
<td>Service Acceptor (DoDAAC)</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Accept at Other DoDAAC</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>LPO DoDAAC</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC</td>
<td>HAA47B</td>
</tr>
<tr>
<td>Other DoDAAC(s)</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

(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.

e.wisniewski@navy.mil

(g) WAWF point of contact.

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

JERRY PALMER at 401.832.4964 or gerard.palmer@navy.mil

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

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

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

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

UW G-2-0002 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2018) (Alternate I)

(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, RI. 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:

Name: Andrew Nagelhout
Telephone: Commercial 401-832-3844; DSN 432-3844
Fax Commercial: 401-832-4820; DSN: 432-4820
Email: Andrew.C.Nagelhout@navy.mil

(d) The Negotiator is:

Name: Alison Wicks
Telephone: Commercial 401-832-8277; DSN 432-8277
Email: Alison.C.Wicks@navy.mil

(e) The Contracting Officer’s Representative (COR) is:

Name: E. Cheryl Wisniewski
Code: 15
Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Newport, RI 02841
Telephone: Commercial 401-832-8213; DSN 432-8213

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

(f) Ombudsman for the Naval Undersea Warfare Center, Division Newport, RI is: (delete if not applicable)

Name: Dawn Griffin
Telephone: 401-832-4005
DSN: 432-4005
Fax Commercial: (401) 832-4820
Email: dawn.griffin@navy.mil

(g) Contractor’s Representative is:

Name: Casey Altieri
Title: Senior Administrator Contracts
E-mail Address: Cassandra.B.Altieri@leidos.com
Telephone: 614-625-5093

(h) The Contractor's Senior Technical Representative is: (delete if not applicable)

Name: Darrell Griffin
Title: Senior Technical Representative
E-Mail Address: Darrell.L.Griffin@leidos.com
Telephone: 619-205-0211 mobile: 619-455-5009

UW G-2-0003 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2017)

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:
(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO:

(1) All other functions of FAR 42.302(a) except (3), (40), (44), (45), (46), and (47).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 022 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).
MOD P00002 Funding 4597491.00
Cumulative Funding 15063796.00

MOD P00003

9101AE   130073726600001                                    46313.00
LLA :
AE 1761810 HZSA 251 SB401 0 050120 2D 000000 A00004668715

9101AF   130074086300001                                    763617.00
LLA :
AF 1781810 88JC 251 240V6 0 050120 2D 000000 A00004691050

MOD P00003 Funding 809930.00
Cumulative Funding 15873726.00

MOD P00004

9101AG   130074222200001                                    209750.00
LLA :
AG 1781804 8D4D 257 SB401 0 050120 2D 000000 A00004701282

MOD P00004 Funding 209750.00
Cumulative Funding 16083476.00
**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.

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 **524,597** 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 zero (0) man-hours are uncompensated effort.

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

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

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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

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

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

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

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

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

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

Note: See Attachment 9 for list of approved key personnel

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

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

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

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

UW H-2-0004  CONTRACTOR REQUIREMENTS FOR PERFORMANCE ON A GOVERNMENT SITE (APR 2018)

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

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

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

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

(e) Training Requirements

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

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

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

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

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

(e) Safety Requirements

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

(A) Permit required Confined Space Program

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

(C) Respiratory Protection

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

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

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

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

a. FAR:

52.203-3 Gratuities (APR 1984)

52.203-5 Covenant Against Contingent Fees (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

52.203-7 Anti-Kickback Procedures (MAY 2014)

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

52.203-17 Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (APR 2014)

52.204-2 Security Requirements (AUG 1996)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

52.204-13 System for Award Management Maintenance (OCT 2016)

52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

52.215-2 Audit and Records – Negotiation (OCT 2010)

52.215-23 Limitations on Pass-Through Charges (OCT 2009)

52.216-7 Allowable Cost and Payment (JUN 2013)

52.219-8 Utilization of Small Business Concerns (NOV 2016)

52.219-14 Limitations on Subcontracting (NOV 2011)

52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)

52.222-3 Convict Labor (JUN 2003)
52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

52.222-19 Child Labor - Cooperation with Authorities and Remedies (OCT 2016)

52.222-21 Prohibition of Segregated Facilities (APR 2015)

52.222-26 Equal Opportunity (SEP 2016)

52.222-35 Equal Opportunity for Veterans (OCT 2015)

52.222-36 Affirmative Action for Workers with Disabilities (JUL 2014)

52.222-37 Employment Reports on Veterans (FEB 2016)

52.222-38 Compliance With Veterans’ Employment Reporting Requirements (FEB 2016)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-41 Service Contract Labor Standards (MAY 2014)

52.222-50 Combatting Trafficking in Persons (MAR 2015)

52.222-54 Employment Eligibility Verification (OCT 2015)

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)

52.224-1 Privacy Act Notification (APR 1984)

52.224-2 Privacy Act (APR 1984)

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (OCT 2015)

52.227-1 Authorization and Consent (DEC 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

52.227-3 Patent Indemnity (APR 1984)

52.227-11 Patent Rights -- Ownership by the Contractor (MAY 2014)

52.229-3 Federal, State, and Local Taxes (FEB 2013)

52.232-1 Payments (APR 1984)

52.232-20 Limitation of Cost (APR 1984)

52.232-22 Limitation of Funds (APR 1984)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

52.233-1 Disputes (MAY 2014)

52.233-3 Alternate I Protest After Award (AUG 1996)

52.233-4 Applicable Law for Breach of Contract (OCT 2004)


52.242-1 Notice of Intent to Disallow Costs (APR 1984)

52.243-2 Alternate I Changes -- Cost Reimbursement (APR 1984)

52.244-6 Subcontracts for Commercial Items (DEC 2016)

52.245-1 Government Property (APR 2012)

52.245-9 Use and Charges (APR 2012)

52.246-23 Limitation of Liability (FEB 1997)

52.246-25 Limitation of Liability-Services (FEB 1997)

52.249-6 Termination (Cost-Reimbursement) (MAY 2004)

52.251-1 Government Supply Sources (APR 2012)

b. DFARs:

252.201-7000 Contracting Officer's Representative (DEC 1991)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)


252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)

252.204-7000 Disclosure of Information (OCT 2016)

252.204-7003 Control of Government Personnel Work Product (APR 1992)

252.204-7004 Alternate A System for Award Management (FEB 2014)

252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)

252.211-7007 Reporting of Government-Furnished Property (AUG 2012)

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)

252.225-7048 Export Controlled Items (JUN 2013)

252.227-7013 Rights in Technical Data -- Noncommercial Items (FEB 2014)


252.227-7015 Technical Data -- Commercial Items (FEB 2014)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)

252.227-7019 Validation of Asserted Restrictions -- Computer Software (SEP 2011)

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

252.227-7030 Technical Data -- Withholding of Payment (MAR 2000)

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 2016)

252.227-7039 Patents -- Reporting of Subject Inventions (APR 1990)

252.231-7000 Supplemental Cost Principles (DEC 1991)

252.232-7010 Levies on Contract Payments (DEC 2006)

252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)


252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

252.245-7002 Reporting Loss of Government Property (APR 2012)

252.245-7003 Contractor Property Management System Administration (APR 2012)

252.245-7004 Reporting, Reutilization, and Disposal (SEP 2016)

252.247-7023 Transportation of Supplies by Sea (APR 2014)

The following Clauses are incorporated by Full Text:
52.217-9  Option to Extend the Term of the Contract (MAR 2000) (NAVSEA VARIATION) (APR 2015)

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

<table>
<thead>
<tr>
<th>Option No.</th>
<th>CLIN</th>
<th>Fund Type</th>
<th>Exercise Date - No Later Than</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7200/9200</td>
<td>O&amp;MN, SCN, OPN, RDT&amp;E, SCC, or FMS</td>
<td>08/01/2019</td>
</tr>
<tr>
<td>2</td>
<td>7300/9300</td>
<td>O&amp;MN, SCN, OPN, RDT&amp;E, SCC, or FMS</td>
<td>02/01/2020</td>
</tr>
</tbody>
</table>

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

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

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

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

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):


GOVERNMENT EQUIVALENT GS LEVELS:
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-

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

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

(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: MIKEL, Inc., Purvis Systems, Inc.
SECTION J LIST OF ATTACHMENTS

Exhibit A: CDRL's and Addendum

Attachment 1: Award DD254

Attachment 2: Performance Requirements Summary

Attachment 3: Government Property Made Available

Attachment 4: Government Property Made Available Addendum A

Attachment 5: Government Property Made Available Addendum B

Attachment 6: Government Property Made Available Addendum C

Attachment 7: Government Property Made Available Addendum D

Attachment 8: NATSC Floor Plan

Attachment 9: Approved List of Key Personnel

Attachment 10: RI Wage Determination 2015-4089 Rev -8