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|---|--|--|--|---|--|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE U | | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NUMBER P00025 | | 3. EFFECTIVE DATE 05/27/2021 | | 4. REQUISITION/PURCHASE REQUISITION NUMBER 1300843359 | | 5. PROJECT NUMBER (If applicable) N/A | |
| 6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue [REDACTED] | | CODE N61331 | | 7. ADMINISTERED BY (If other than Item 6) [REDACTED] | | CODE [REDACTED] SCD C | |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) AVIAN, Inc. 22111 Three Notch Road [REDACTED] | | | | <input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NUMBER | | | |
| | | | | <input type="checkbox"/> 9B. DATED (SEE ITEM 11) | | | |
| | | | | <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NUMBER N00178-14-D-7635/N6133118F3000 | | | |
| | | | | <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 04/16/2018 | | | |
| CODE 345J8 | | FACILITY CODE 137893942 | | | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

| | |
|-------------------------------------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds |

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

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

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|--|-------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| [REDACTED] | | [REDACTED], Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| <i>(Signature of person authorized to sign)</i> | | [REDACTED] | 05/27/2021 |
| | | <i>(Signature of Contracting Officer)</i> | |

General Information

The purpose of this modification is to:

1. Add Incremental funding in the total amount of [REDACTED]

| CLIN/SLIN | Fund Type | From | By | To |
|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

2. The total amount of funds obligated to the task order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

3. The Task Order Contract Line Items (CLIN) funding is identified in Section H Special Contract Requirements NAVSEA Clause 5252.232-9104 "Allotment of Funds."

4. All other terms, conditions, and level of effort remain the same.

5. A conformed copy of this Task Order is attached to this modification for informational purposes only.

Section B - Supplies and Services

CLIN - SUPPLIES OR SERVICES

Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|-------------|-----------|-----------|------|
| 7000 | R425 | CPFF - Base Period - Provide non-personal services for supporting the Performance Support System (PSS) Life Cycle Management, Life Cycle Maintenance and Integrated Logistics Support for Airborne Mine Countermeasures (AMCM) Systems, per Section C Performance Work Statement and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J. SEE SECTION B, NOTE A and D. () | | Labor Hours | | | |
| 700001 | R425 | Incrementally Funded PR 1300678979. 10 U.S.C. 2410a Authority is being Invoked. () | | | | | |
| 700002 | R425 | Incrementally Funded PR 1300703204. 10 U.S.C. 2410a Authority is being Invoked. () | | | | | |
| 700003 | R425 | Incrementally Funded PR 1300720777. 10 U.S.C 2410a Authority is hereby invoked. () | | | | | |
| 700004 | R425 | Incrementally Funded PR 1300720777. 10 U.S.C 2410a Authority is hereby invoked. () | | | | | |
| 700005 | R425 | Incrementally Funded PR 1300732775. 10 U.S.C. 2410a Authority is being Invoked. () | | | | | |
| 700006 | R425 | Incrementally Funded PR 1300732775. 10 U.S.C. 2410a Authority is being Invoked. () | | | | | |
| 700007 | R425 | Incrementally Funded PR 1300735147. 10 U.S.C. 2410a Authority is being Invoked. () | | | | | |
| 700008 | R425 | Incrementally Funded PR 13007373740. 10 U.S.C. 2410a Authority is being Invoked. () | | | | | |
| 7001 | R425 | CPFF - Option 1 - EXERCISED - Provide non-personal services for supporting the Performance Support System (PSS) Life Cycle Management, Life Cycle Maintenance and Integrated Logistics Support for Airborne Mine Countermeasures (AMCM) Systems, per Section C Performance Work Statement and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J. SEE SECTION B, NOTE A and D. (Fund Type - TBD) | | Labor Hours | | | |
| 700101 | R425 | Incrementally Funded PR 13003490754. 10 U.S.C. 2410a Authority is hereby invoked. () | | | | | |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|------------|-------------|------------|------------|------------|
| 700102 | R425 | Incrementally Funded PR 13003490754. 10 U.S.C. 2410a Authority is hereby invoked. (██████████) | | | | | |
| 700103 | R425 | Incrementally Funded PR 1300804441. 10 U.S.C. 2410a Authority is hereby invoked. (██████████) | | | | | |
| 7002 | R425 | CPFF - Option 2 - Provide non-personal services for supporting the Performance Support System (PSS) Life Cycle Management, Life Cycle Maintenance and Integrated Logistics Support for Airborne Mine Countermeasures (AMCM) Systems, per Section C Performance Work Statement and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J. SEE SECTION B, NOTE A and D. (Fund Type - TBD) Option | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7003 | R425 | CPFF - Option 3 - Provide non-personal services for supporting the Performance Support System (PSS) Life Cycle Management, Life Cycle Maintenance and Integrated Logistics Support for Airborne Mine Countermeasures (AMCM) Systems, per Section C Performance Work Statement and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J. SEE SECTION B, NOTE A and D. (Fund Type - TBD) Option | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7004 | R425 | CPFF - Option 4 - Provide non-personal services for supporting the Performance Support System (PSS) Life Cycle Management, Life Cycle Maintenance and Integrated Logistics Support for Airborne Mine Countermeasures (AMCM) Systems, per Section C Performance Work Statement and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J. SEE SECTION B, NOTE A and D. (Fund Type - TBD) Option | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005 | | CPFF - Option 2 - Provide non-personal services for supporting the Performance Support System (PSS) Life Cycle Management, Life Cycle Maintenance and Integrated Logistics Support for Airborne Mine Countermeasures (AMCM) Systems, per Section C Performance Work Statement and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J. SEE SECTION B, NOTE A and D. | | | | | |
| 7005AA | R425 | Realigned from CLIN 7002 (Fund Type - TBD) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005AB | R425 | 10 U.S.C. 2410 (a) AUTHORITY IS BEING INVOKED (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005AC | R425 | Services for supporting the Performance Support System (PSS) Life Cycle Management, Life Cycle Maintenance and Integrated Logistics Support for | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|------------|-------------|------------|------------|------------|
| | | Airborne Mine Countermeasures (AMCM) Systems (MK105) / 10 U.S.C. 2410A AUTHORITY IS BEING INVOKED (██████████) | | | | | |
| 7005AD | R425 | Services for supporting the Performance Support System (PSS) Life Cycle Management, LifeCycle Maintenance and Integrated Logistics Support for Airborne Mine Countermeasures (AMCM) Systems(MK-105) / 10 U.S.C. 2410A AUTHORITY IS BEING INVOKED (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005AE | R425 | Labor for technical support to the Government in developing and sustaining ILS processes and products for AMCM systems / 10 U.S.C. 2410 (a) AUTHORITY IS BEING INVOKED (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005AF | R425 | Labor for technical support to the Government in developing and sustaining ILS processes and products for AMCM systems / 10 U.S.C. 2410 (a) AUTHORITY IS BEING INVOKED (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005AG | R425 | Services for supporting the Performance Support System (PSS) Life Cycle Management, LifeCycle Maintenance and Integrated Logistics Support for Airborne Mine Countermeasures (AMCM) Systems / 10 U.S.C. 2410a Authority is being Invoked (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005AH | R425 | Services for supporting the Performance Support System (PSS) Life Cycle Management, LifeCycle Maintenance and Integrated Logistics Support for Airborne Mine Countermeasures (AMCM) Systems / 10 U.S.C. 2410a Authority is being Invoked (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005AJ | R425 | INCREMENTAL LABOR FUNDING TO SUPPORT AMCM / PR 1300871220 / 10 U.S.C. 2410a Authority is being Invoked (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005AK | R425 | ASSIST ASQ-232 AND AN/SLQ-60 SYSTEMS WITH MAINTAINING A CORE KNOWLEDGE BASE IN INTEGRATED, LOGISTICS SUPPORT (ILS) AND UPDATING THE LIFE CYCLE MANAGEMENT OF THE AIRBORNE MINE COUNTERMEASURES (AMCM) PERFORMANCE SUPPORT SYSTEM (PSS) / PR 1300867131 / 10 U.S.C. 2410a Authority is being Invoked (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005AL | R425 | INCREMENTAL LABOR FUNDING TO SUPPORT AMCM MECHANICAL GEAR (MK103 AND MK104 SYSTEMS) AND AMCM SINGLE AND MULTI WINCHES PROJECTS / 10 U.S.C. 2410a AUTHORITY IS BEING INVOKED / PR: 1300873877 (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|------------|-------------|------------|------------|------------|
| 7005AM | R425 | Incremental funding reference TI-3000-03 Rev4. 10 USC 2410(a) Authority is hereby invoked. (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005AN | R425 | Incremental Funding PR 1300872216 / MK-105 MOD IV ENGINEERING SUPPORT / 10 USC 2410(a) Authority being Invoked (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005AP | R425 | Incremental Labor Funding PR 1300874176 / AMCM Support / 10 USC 2410(a) Authority is being Invoked (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005AQ | R425 | Incremental Funding PR 1300873122 (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7005AR | R425 | Incremental Funding PR 1300897083 / AMCM Labor Support (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7006 | | CPFF - Option 3 - Provide non-personal services for supporting the Performance Support System (PSS) Life Cycle Management, Life Cycle Maintenance and Integrated Logistics Support for Airborne Mine Countermeasures (AMCM) Systems, per Section C Performance Work Statement and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J. SEE SECTION B, NOTE A and D. | | | | | |
| 7006AA | R425 | Realigned from CLIN 7003 (Fund Type - TBD) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7006AB | R425 | OY3 LABOR / INCREMENTAL FUNDING FOR SEAFOX PROGRAM SUPPORT / PR 1300912403 / 10 USC 2410(a) Authority is being invoked (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7006AC | R425 | AIRBORNE MINE COUNTERMEASURES (AMCM) WINCH PROJECT SUPPORT / OY3 LABOR / PR 1300914687 / 10 USC 2410(A) IS BEING INVOKED (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7006AD | R425 | AIRBORNE MINE COUNTERMEASURES (AMCM) PROCUREMENT REQUIREMENTS FOR OVERHAUL, TESTING &REPAIRS ON SYSTEMS / OY3 LABOR / PR 1300915962 / 10 USC 2410(A) IS BEING INVOKED (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7006AE | R425 | LABOR FUNDING TO SUPPORT AMCM MK-105 / PR 1300920765 / 10 U.S.C. 2410 (a) Authority is being invoked (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7006AF | R425 | LABOR TO PROVIDE AMCM MECHANICAL GEAR PROJECT ILS AND PSS SUPPORT / PR 1300921165 / 10 USC 2410(a) Authority is being invoked (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7006AG | R425 | LABOR SUPPORT FOR AMCM / PR 1300914773 / 10 USC 2410(A) IS BEING INVOKED (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|------------|-------------|------------|------------|------------|
| 7006AH | R425 | Labor Support for ASQ-23 / PR 13009311080 / 10 USC 2410(a) Authority is being invoked (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7006AJ | R425 | Labor Support for AN/ASQ-232A / PR 1300931074 / 10 USC 2410(a) Authority is being invoked (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7006AK | R425 | Labor Support for AN/ASQ-24 / PR 1300931074 / 10 USC 2410(a) Authority is being invoked (██████████) | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |
| 7007 | | CPFF - Option 4 - Provide non-personal services for supporting the Performance Support System (PSS) Life Cycle Management, Life Cycle Maintenance and Integrated Logistics Support for Airborne Mine Countermeasures (AMCM) Systems, per Section C Performance Work Statement and Contract Data Requirements List (CDRL) DD Form 1423-2 Referenced in Section J. SEE SECTION B, NOTE A and D. | | | | | |
| 7007AA | R425 | Realigned from CLIN 7004 (Fund Type - TBD) Option | ██████████ | Labor Hours | ██████████ | ██████████ | ██████████ |

Cost Only Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|--|------------|------|------------|
| 9000 | R425 | COST - Base Period - ODC - MATERIALS in support of CLIN 7000. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for material stated in Section L for the base year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. (Fund Type - TBD) | ██████████ | Lot | ██████████ |
| 900001 | R425 | Incrementally Funded PR 1300703204. 10 U.S.C. 2410a Authority is being Invoked. (██████████) | | | |
| 900002 | R425 | Incrementally Funded PR 1300720777. 10 U.S.C. 2410a Authority is hereby invoked. (██████████) | | | |
| 900003 | R425 | Incrementally Funded PR 1300737340. 10 U.S.C. 2410a Authority is hereby invoked. (██████████) | | | |
| 9001 | R425 | COST - Option 1 - EXERCISED - ODC - MATERIALS in support of CLIN 7001. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for material stated in Section L for the first option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. (Fund Type - TBD) | ██████████ | Lot | ██████████ |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|-----------|
| 900101 | R425 | Incrementally Funded PR1300775863. 10 U.S.C. 2410A authority is hereby invoked. () | | | |
| 900102 | R425 | Incrementally Funded Pr1300775863 10 U.S.C. 2410a authority is hereby invoked. () | | | |
| 9002 | R425 | COST - Option 2 - ODC - MATERIALS in support of CLIN 7002. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for material stated in Section L for the second option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. (Fund Type - TBD) Option | | Lot | |
| 9003 | R425 | COST - Option 3 - ODC - MATERIALS in support of CLIN 7003. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for material stated in Section L for the third option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. (Fund Type - TBD) Option | | Lot | |
| 9004 | R425 | COST - Option 4 - ODC - MATERIALS in support of CLIN 7004. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for material stated in Section L for the fourth option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. (Fund Type - TBD) Option | | Lot | |
| 9005 | | COST - Option 2 - ODC - MATERIALS in support of CLIN 7002. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for material stated in Section L for the second option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. | | | |
| 9005AA | R425 | Realigned from CLIN 9002 (Fund Type - TBD) | | Lot | |
| 9005AB | R425 | AMCM systems 10 U.S.C. 2410 (a) AUTHORITY IS BEING INVOKE () | | Lot | |
| 9005AC | R425 | ODCs for technical support to the Government in developing and sustaining ILS processes and products for AMCM systems / 10 U.S.C. 2410 (a) AUTHORITY IS BEING INVOKED () | | Lot | |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|-----------|
| 9006 | | COST - Option 3 - ODC - MATERIALS in support of CLIN 7003. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for material stated in Section L for the third option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. | | | |
| 9006AA | R425 | Realigned from CLIN 9003 (Fund Type - TBD) | █ | Lot | █ |
| 9006AB | R425 | ODC MATERIAL FOR AMCM (IN SUPPORT OF LABOR SLIN 7006AG) / PR 1300914773 / 10 USC 2410(A) IS BEING INVOKED (█) | █ | Lot | █ |
| 9006AC | R425 | ODC Materials for AMCM / PR 1300921167 / 10 USC 2410(a) Authority is being invoked (█) | █ | Lot | █ |
| 9006AD | R425 | ODC Materials for AMCM PNS / PR 1300934308 / 10 USC 2410(a) Authority is being invoked (█) | █ | Lot | █ |
| 9006AE | R425 | ODC Materials for AQS-24 / PR 1300932538 / 10 USC 2410(a) Authority is being invoked (█) | █ | Lot | █ |
| 9007 | | COST - Option 4 - ODC - MATERIALS in support of CLIN 7004. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for material stated in Section L for the fourth option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. | | | |
| 9007AA | R425 | Realigned from CLIN 9004 (Fund Type - TBD) Option | █ | Lot | █ |
| 9100 | R425 | COST - Base Period - ODC - TRAVEL in support of CLIN 7000. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for travel stated in Section L for the base year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. (Fund Type - TBD) | █ | Lot | █ |
| 910001 | R425 | Incrementally Funded PR 1300703204. 10 U.S.C. 2410a Authority is being Invoked. (█) | | | |
| 910002 | R425 | Incrementally Funded PR 1300720777. 10 U.S.C. 2410a Authority is hereby invoked. (█) | | | |
| 910003 | R425 | Incrementally Funded PR 1300737340. 10 U.S.C. 2410a Authority is hereby invoked. (█) | | | |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|-----------|
| 9101 | R425 | COST - Option 1 EXERCISED - ODC - TRAVEL in support of CLIN 7001. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for travel stated in Section L for the first option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. (Fund Type - TBD) | ■ | Lot | ■ |
| 910101 | R425 | Incrementally Funded PR1300775863. 10 U.S.C. 2410A is hereby invoked. ■ | | | |
| 910102 | R425 | Incrementally Funded PR130075863 10 U.S.C. 2410a Authority is hereby invoked. ■) | | | |
| 9102 | R425 | COST - Option 2 - ODC - TRAVEL in support of CLIN 7002. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for travel stated in Section L for the second option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. (Fund Type - TBD) Option | ■ | Lot | ■ |
| 9103 | R425 | COST - Option 3 - ODC - TRAVEL in support of CLIN 7003. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for travel stated in Section L for the third option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. (Fund Type - TBD) Option | ■ | Lot | ■ |
| 9104 | R425 | COST - Option 4 - ODC - TRAVEL in support of CLIN 7004. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for travel stated in Section L for the fourth option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. (Fund Type - TBD) Option | ■ | Lot | ■ |
| 9105 | | COST - Option 2 - ODC - TRAVEL in support of CLIN 7002. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for travel stated in Section L for the second option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. | | | |

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|-----------|
| 9105AA | R425 | Realigned from CLIN 9102 (Fund Type - TBD) | ■ | Lot | ■ |
| 9105AB | R425 | AMCM systems 10 U.S.C. 2410 (a) AUTHORITY IS BEING INVOKED (■) | ■ | Lot | ■ |
| 9105AC | R425 | Travel for technical support to the Government in developing and sustaining ILS processes and products for AMCM systems / 10 U.S.C. 2410 (a) AUTHORITY IS BEING INVOKED (■) | ■ | Lot | ■ |
| 9105AD | R425 | Incremental Funding PR 1300873122 (■) | ■ | Lot | ■ |
| 9106 | | COST - Option 3 - ODC - TRAVEL in support of CLIN 7003. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for travel stated in Section L for the third option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. | | | |
| 9106AA | R425 | Realigned from CLIN 9103 (Fund Type - TBD) | ■ | Lot | ■ |
| 9106AB | R425 | Travel for ASQ-24 / PR 1300932538 / 10 USC 2410(a) Authority is being invoked (■) | ■ | Lot | ■ |
| 9107 | | COST - Option 4 - ODC - TRAVEL in support of CLIN 7004. The contractor shall utilize the Not-to-Exceed (NTE) Other Direct Costs (ODC) amount for travel stated in Section L for the fourth option year CLIN. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed in the contractor's proposed amount. SEE SECTION B, NOTE B, C & D. | | | |
| 9107AA | R425 | Realigned from CLIN 9104 (Fund Type - TBD) Option | ■ | Lot | ■ |

NOTES:**NOTE A: TERM FORM, LEVEL OF EFFORT (See FAR Part 16.306(d))**

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to each successful Offeror. Clause HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) (NAVSEA) (MAY 2010) clause applies to these Items.

NOTE B: OPTION

CLIN which may be unilaterally exercised.

NOTE C: Other Direct Costs (ODC)

Other Direct Costs shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs and shall be priced as cost-only.

Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens. Unburdened estimates are provided for ODC such as travel and materials. The ODC CLIN series 9000 through 9004 represents ODCs for incidental supplies and materials. The ODC CLIN series 9100 through 9104 represents ODCs for travel only. ODC estimates are contained in Section L. The Contractor shall apply their burden rates to these figures and the fully burdened amounts shall be incorporated in Section B of the Contractor's proposal.

NOTE D: CONTRACTS CROSSING FISCAL YEARS

In accordance with DFARS 232.703-3, this Task Order includes services that begin in one fiscal year and end in the next fiscal year. Applicability of 10 U.S.C. 2410(a) authority will be specified at the SLIN level; the CLIN must begin in the fiscal year the appropriation would normally have been available.

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 [REDACTED] at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

(End of Text)

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

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

(End of Text)

| FIXED FEE TABLE | | | | | |
|----------------------|------------|------------------------------|---------------------|----------------------|-----------------------------|
| Section B Cost Items | | Hourly Rates | | | Totals |
| CLIN | Qty (Hrs) | Estimated Hourly Rate (Rate) | Fixed Fee/Hour (FF) | Fixed Fee (Hrs * FF) | Estimated Cost (Hrs * Rate) |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

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

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

(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.

(End of Text)

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

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
 - (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's conven

(End of Text)

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This is a cost reimbursement task order containing both Cost-Plus-Fixed-Fee (CPFF) CLINs and non-fee bearing Cost Reimbursement CLINS. CLINs 7000-7004 are CPFF and CLINS 9000-9104 are non-fee bearing ODC CLINs.

(End of Text)

Section C - Description/Specifications/Statement of Work

PERFORMANCE WORK STATEMENT FOR

PERFORMANCE SUPPORT SYSTEM (PSS) LIFE CYCLE MANAGEMENT, LIFE CYCLE MAINTENANCE, AND INTEGRATED LOGISTICS SUPPORT

FOR AIRBORNE MINE COUNTERMEASURES (AMCM) SYSTEMS

1.0 SCOPE

This Performance Work Statement (PWS) defines the requirements for updating the Life Cycle Management of the Airborne Mine Countermeasures (AMCM) Performance Support System (PSS). This PWS also describes the effort required by the Contractor to provide technical support to the Government in developing and sustaining Life Cycle Management (LCM) and Integrated Logistics Support (ILS) processes and products for AMCM systems. The effort includes activities pertaining to the established Integrated Product Support elements during acquisition of future AMCM systems, and sustainment of currently fielded AMCM systems. The applicable elements are: Product Support Management, Supply Support, Maintenance Planning & Management, Packaging, Handling, Storage and Transportation (PHS&T), Technical Data, Support Equipment, Training & Training Support, Manpower & Personnel, Facilities & Infrastructure, and Computer Resources. This PWS also describes the additional support required in accordance with the Naval Aviation Maintenance Program, COMNAVAIRFORINST 4790.2 Series, and requirements for manufacturing, repairing, refurbishing and replacing systems or components of AMCM systems as directed by the AMCM In-Service Engineering Agent (ISEA) Branch (NSWC PCD Code A22). Detailed requirements are located in Paragraph 3.0 below.

1.1 Background

1.1.1 Performance Support System

The AMCM PSS consists of Interactive Electronic Technical Manuals (IETM), Computer Based Training (CBT), and Just-in-Time Training (JIT) housed on laptop computers. The use of the AMCM PSS is critical for the AMCM community to fulfill its operational mission.

These instructional programs were developed and implemented to solve the longstanding training deficiencies of the AMCM community and include initial qualification, refresher, and just-in-time training. These training programs are based upon specific job tasks and have resulted in development of a syllabus consisting of a series of academic curricula, laboratory, and aircraft training events. These training programs have consummated specific behavioral objectives, lesson organization, media selection, and training support requirements.

These sophisticated instructional programs require recurring revision and maintenance support to maintain currency and quality of the courseware and technical manuals. The level of support requires familiarity with AMCM weapon systems maintenance procedures used in the organizational, intermediate, and depot level repair facilities and operational procedures used in the conduct of operational missions.

1.1.2 AMCM Life Cycle Management and Integrated Logistics Support

The effort includes activities pertaining to the logistical elements of the Sustainment Process for current AMCM Equipment and any future AMCM systems delivered to the Fleet. Those elements are: Configuration Management; Supply Support; Technical Publications; Training; Facilities; Manpower; Packaging, Handling, Storage and Transportation (PHS&T); Support Equipment; Computer Resources; and Maintenance.

The COMNAVAIRFORINST 4790.2 series effort is in support of applicable Naval Aviation Maintenance Programs (NAMC) and requirements for manufacturing, repairing, refurbishing and replacing systems or components of AMCM systems.

1.2 Acronyms

| | |
|------|-------------------------------|
| AMCM | Airborne Mine Countermeasures |
| AQL | Acceptable Quality Level |
| CAC | Common Access Card |
| CAD | Computer Aided Drafting |
| CAI | Computer Aided Instruction |
| CBT | Computer Based Training |

| | |
|------------------|--|
| CDMD-OA | Configuration Database Manager Database-Open Architecture |
| CDRL | Contract Data Requirements List |
| CHTWL | Commander, Helicopter Tactical Wing Atlantic |
| CNATTU | Center for Naval Aviation Technical Training Unit |
| CM | Configuration Management |
| CMIS | Configuration Management Information System |
| CMPro® | Configuration Management Professional |
| COMNAVAIRFORINST | Commander, Naval Air Forces Instruction |
| COR | Contracting Officer's Representative |
| CSEC | Computerized Self Evaluation Checklist |
| CUI | Controlled Unclassified Information |
| DECKPLATE | Decision Knowledge Programming for Logistics Analysis and Technical Evaluation |
| DID | Data Item Description |
| DR | Drawing Requests |
| ECP | Engineering Change Proposals |
| ECMRA | Enterprise-Wide Contractor Manpower Reporting Application |
| eCRAFT | Electronic Cost Reporting and Financial Tracking System |
| EI | Engineering Investigations |
| ePRU | eCRAFT Periodic Report Utility |
| FEDLOG | Federal Logistics Record |
| FMECA | Failure Mode, Effects, and Criticality Analysis |
| FOUO | For Official Use Only |
| FSO | Facility Security Officer |
| FST | Fleet Support Team |
| FY | Fiscal Year |
| GAPL | Group Assembly Parts List |
| HAZMAT | Hazardous Material |

| | |
|----------|--|
| HM | Helicopter Mine Countermeasures Squadron |
| HMR | Hazardous Materials Reports |
| HMWS | Hazardous Material Warning Sheet |
| IAW | In Accordance With |
| ICAPS | Interactive Computer Aided Provisioning System |
| ICW | Interactive Courseware |
| IETM | Interactive Electronic Technical Manuals |
| ILS | Integrated Logistics Support |
| ILSMT | Integrated Logistics Support Management Team |
| IMRL | Individual Materials Readiness List |
| IPT | Integrated Product Team |
| iRAPT | Invoicing, Receipt, Acceptance, and Property Transfer |
| ISEA | In-Service Engineering Agent |
| IT | Information Technology |
| JIT | Just In Time Training |
| LAMS | Local Asset Management System |
| LCM | Life Cycle Maintenance |
| LORA | Level of Repair Analysis |
| MMP | Monthly Maintenance Plan |
| MPT | Manpower, Personnel and Training |
| NALCOMIS | Naval Aviation Logistics Command Management Information System |
| NAMDRP | Naval Aviation Maintenance Discrepancy Reporting Program |
| NAMP | Naval Aviation Maintenance Programs |
| NAR | Nomenclature Assignment Requests |
| NAVAIR | Naval Air Systems Command |
| NERP | Navy Enterprise Resource Planning |
| NMCI | Navy-Marine Corps Intranet |
| NOR | Notice of Revision |
| NSWC PCD | Naval Surface Warfare Center Panama City Division |

| | |
|--------|--|
| NTSP | Navy Training Support Plan |
| ODC | Other Direct Cost |
| OJT | On-The-Job Training |
| OOMA | Optimized-Organizational Maintenance Activity |
| OPM | Office of Personnel Management |
| PCD | Publication Change Directive |
| PCO | Procuring Contracting Officer |
| PHS&T | Packaging, Handling, Storage and Transportation |
| PII | Personally Identifiable Information |
| POC | Point of Contact |
| PSS | Performance Support System |
| PWS | Performance Work Statement |
| QA | Quality Assurance |
| QDR | Quality Deficiency Reports |
| SAAR-N | Systems Authorization Access Request Navy |
| SECA | Support Equipment Controlling Authority |
| SERD | Support Equipment Requirement Data |
| SERMIS | Support Equipment Resource Management Information System |
| TA | Trusted Agent |
| TASS | Trusted Associate Sponsorship System |
| TI | Technical Instruction |
| TMCR | Technical Manual Contract Requirement |
| TN | Technical Notes |
| TOC | Table of Contents |
| TPDR | Technical Publication Deficiency Reports |
| TRPPM | Training Planning Process Methodology |
| TSWG | Training Support Work Groups |
| TWMS | Total Workforce Management Services |
| UID | Unique Identification |

| | |
|----|--------------|
| WP | Work Package |
|----|--------------|

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this PWS to the extent specified herein. In the event of conflict between the documents referenced and the contents of this PWS, the PWS shall supersede. Second tier and lower references, (i.e., those referenced in the primary references) shall be used for guidance only. Unless noted otherwise, the following documents can be found at <http://assist.daps.dla.mil>

2.1 Military Standards

MIL-STD-3001 Digital Technical Information for Multi-Output Presentation of Technical Manuals Testing and Troubleshooting Procedures, Dec 2016

MIL-STD-129 Military Marking for Shipment and Storage, Feb 2014

2.2 Military Specifications

MIL-PRF-29612B Training Data Products, Aug 2001

MIL-DTL-81927 Manuals, Technical: Work Package Style, Format and Common Technical Content Requirements; General Specification for (Work Package Concept), Nov 1997

2.3 Other Documents

COMNAVAIRFORINST 4790.2 Commander, Naval Air Forces Instruction, Naval Aviation Maintenance Program, Jan 2017

3.0 REQUIREMENTS

The Contractor shall coordinate with the Procuring Contracting Officer (PCO) and the Contracting Officer's Representative (COR) to conduct a kick-off meeting within ten working days after the award of the task order. This meeting's date, time and location shall be determined at time of award. The period of performance date may differ from the award date.

(a) All Contractor employees shall communicate in and understand the English language. All Contractor employees shall be United States (U.S.) citizens prior to being admitted to a Government facility. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. The Contractor shall remove from the site any individual whose continued employment is deemed by the Government to be contrary to the public interest or inconsistent with the best interests of National Security.

(b) The Contractor is responsible for ensuring all new employees are fully trained to meet functional position requirements. For Government mandatory training (i.e. Safety, Personally Identifiable Information (PII), etc.), the Contractor shall ensure all Contractor personnel working onsite in a Government facility are registered in the U.S. Navy Total Workforce Management Services (TWMS) website at <https://twms.navy.mil/selfservice/login.asp>. The Government will identify mandatory training through this website. The Contractor shall monitor and ensure that Contractor employees complete required mandatory training requirements by the required completion dates. The Contractor shall provide the following information for each employee that will be working onsite at a Government facility at the kick-off meeting: Employees Last Name, First Name (No nicknames); Reporting Date, Contract Number, Job Title. The Contractor shall document changes to this list (additions or departures) and training completion tracking information in the task order Contract Status Report.

Any additional onsite training in the support of NSWC PCD will be provided by the Government as required. When additional training is required or specifically requested by the Government, the costs associated with attending this training will be specified in individual technical instructions and shall be approved by the PCO and purchased as an Other Direct Cost (ODC) for the task order.

(c) Government Space

The Government will not provide space for the Contractor personnel onboard NSWC PCD, the Naval Support Activity Panama City (NSA PC) or Naval Air Station Norfolk, VA for this task order.

3.1 Performance Support System (PSS) (CDRLs A001, A002)

The Contractor shall provide the following support for AMCM PSS:

a. Maintain Life Cycle Configuration Management on operating software and hardware for PSS computers. These computers are located in Norfolk, VA at the Helicopter squadrons HM-12, HM-14, HM-15, Center for Naval Aviation Technical Training Unit (CNATTU), and forward deployed detachments.

b. Provide operating software, data files and hardware maintenance support on PSS computers. The computers all have PSS installed on them

and are a primary maintenance tool for the squadrons. The Contractor shall replace the computers when it is economically unfeasible to repair them upon guidance of a Technical Instruction (TI).

- c. Update all files associated with IETMs, CBT and PSS delivery. There will be approximately ■ manuals updated per year or ■ per quarter.
- d. The IETM shall be interactive through dialog boxes and user prompts, text and graphics simultaneously displayed in separate windows when keyed together, and authored directly to database for interactive electronic output. The XML file, transformed via XSLT, shall be viewable using Microsoft Internet Explorer 7.0 or later. The Government will own the data and may reproduce, change, and update the source files throughout the systems operational life. The provided database and DTD shall be used to define the organization and logical structure of elements, entities, and attributes, as specified.
- e. Update to ■ XML IETM format an estimated two manuals each year as directed by NSWC PCD via a Technical Instruction.
- f. Add additional IETMs and CBT to PSS developing Front-End Graphics and hyperlinking to cover page of document or main menu.
- g. Research IETM recommended review changes. Some changes come without mark-ups so research to get the information and write procedural steps is accomplished. There will be approximately 160 or 40 per quarter Publication Change Directives (PCDs) per year.
- h. Review and update read me file that lists all IETMs/CBT courses and changes made for that version.
- i. Attend Working Group Meetings such as PSS version review meetings, PSS IPTs, etc.
- j. Contractor shall attend a weekly meeting (day to be provided by the Government) at Naval Surface Warfare Center Panama City (NSWC PC). TPDR issues will be discussed and resolved at these weekly meetings. Contractor shall provide personnel capable of addressing these issues at the weekly meeting.
- k. Develop and deliver PSS Menus and hyperlinks for access to additional IETMs, CBT, and On-The-Job Training (OJT).
- l. Develop and deliver front end programming for the IETM DVD and the PSS DVD so they will auto run, read from disk, or load to CPU.
- m. Develop and deliver file and folder structures for IETM DVD and PSS DVD and publish semi-annually.
- n. Label/Verify functionality/QA DVD and DVD for NSWC PC review.
- o. Incorporate review changes prior to DVDs final delivery. Develop and deliver matrix that shows where changes have been made for NSWC PC review.
- p. Perform final QA DVDs for delivery.
- q. Verify received information/materials and review for discrepancies along with possible application to other technical manuals and training.
- r. Performs searches in applicable manuals identifying any additional areas or work packages that the change request may apply.
- s. Inform NSWC PCD of conflicting data or technical inaccuracies in change requests and issues with other manuals. When conflicting data is identified, obtain additional technical information to verify/validate change request with technical representatives and NSWC PCD.
- t. Write procedures for change requests.
- u. Validate changed procedures with NSWC PCD during In-Process Review.
- v. Incorporate any additional change requests into appropriate manual(s).
- w. Review updated data for proper format per TMCR Requirements.
- x. Verify any additional changes applicable to change requests.
- y. Update TPDR page in manual and PSS read-me file that identifies changes incorporated.
- z. Globally update effective paragraphs with TOCs and Alphabetical Indexes (Work Package (WP) and Main) and applicable tables.
 - aa. Globally update effective part numbers (GAPL) with Numerical Index of Part Numbers and Item Numbers in WP text.
 - bb. Globally update effective reference designations with Numerical Index of Reference Designations.
 - cc. Globally update effective Hazardous Material (HAZMAT) and Hazardous Material Warning Sheet (HMWS) page.
 - dd. Globally update warnings and cautions with Warning Page.

- ee. Cross Reference Part Numbers with Federal Logistics (FEDLOG) (Contractor provided Subscription Service).
- ff. Receive and track all CBT change requests from Commander, Helicopter Tactical Wing Atlantic (CHTWL) and provide quarterly report to NSWC PCD AMCM ILS Manager. Contractor will receive approximately [REDACTED] or [REDACTED] per quarter, Computer Based Training (CBT) Changes per year.
- gg. CBT change requests.
- hh. Review all IETM change requests (TPDRs, PCDs, ECPs, Mark-ups, etc.) for possible updates to CBT/OJT on PSS.
- ii. Update/create graphics and text/programming changes for CBT lessons.
- jj. Incorporate CBT/OJT changes.
- kk. Verify CBT changes against change request.
- ll. Update any PSS changes applicable to CBT request (i.e., menus, read-me files).
- mm. Perform QA on CBT/OJT against change request.
- nn. Perform QA on any changes applicable to PSS (i.e., menus, read-me files).
- oo. Validate CBT changes with CHTWL during in-process reviews.
- pp. Incorporate any additional review changes requested by CHTWL.
- qq. Updated source files shall be furnished to NSWC PCD after the release of a new version of IETMs.
- rr. A minimum of 2 PSSs version releases will be delivered to fleet each FY (March and September). Assume for 3 [REDACTED] a [REDACTED] PSS will be delivered to the fleet during a FY.
- ss. Update of AMCM drawings to support PSS.
- tt. Convert AMCM manuals to [REDACTED] format.
- uu. Support AN/AQS-24 Mine Detecting Set ILS and hardware.
- vv. Produce disk of applicable manuals for Foreign Military Sales.
- ww. Update and deliver, with each issuance of PSS, the AMCM PSS Configuration Management Report (CDRL A001).

3.2 Integrated Logistics Support Documentation (CDRLs A003 and A004)

3.2.1 Product Support Management

The Contractor shall assist the AMCM ISEA Configuration Manager (CM) with the following efforts: Initiate ECPs to support equipment and document changes; Process Notice of Revisions (NOR), Publication Change Directives (PCD), Nomenclature Assignment Requests (NAR), Drawing Requests (DR), Physical Configuration Audits and Document Configuration Audits, and Technical Directives; All other documents as requested by AMCM ISEA Branch CM to include AMCM processes, Program and Wing Instructions, and other miscellaneous documents. Upload all documents, unique identification (UID) data, and alterations into CMPPro® as requested by the AMCM ISEA Branch CM. The Contractor shall maintain a database to provide operational and material availability metrics in support of AMCM Fleet organizations and systems, and publish as directed. The Contractor shall maintain the Integrated Logistics Support Management Team (ILSMT) Action Item database to show progress and completion of action items submitted during the year and at the ILSMT Working Group fir the AMCM Community.

3.2.2 Supply Support

The Contractor shall conduct regular provisioning and supply meetings (as requested by AMCM ISEA to identify and provide solutions to issues identified during the supply-support process. The Contractor shall develop, review, process and update documentation to include User Logistics Support Plans, Supply Support Plans, Interactive Computer Aided Provisioning System (ICAPS) packages and provisioning Technical Documentation, such as allowance parts/equipment/component lists. The Contractor shall develop, coordinate and submit routine maintenance actions to the AMCM weapon system files located at Naval Supply Systems Command Weapons System Support, Mechanicsburg, Pennsylvania.

3.2.3 Maintenance Planning and Management

The Contractor shall conduct regular maintenance plan review meetings (as requested by AMCM ISEA to identify and provide solutions and remove barriers to issues identified during the maintenance plan review process.) The Contractor shall develop, review, track, process, and update documentation relating to AMCM system logistics data changes using a Fleet Support Team (FST) digital spreadsheet. The Contractor shall also assist with maintenance concept design, maintenance execution, level of repair analysis (LORA), required repair types determination (FMECA), at the discretion of the AMCM ISEA.

3.2.4 Packaging, Handling, Storage, and Transportation (PHS&T)

The Contractor shall review, document changes, and revise information pertaining to PHS&T. The Contractor shall assist in the shipment of identified items to support forward deployed AMCM units ensuring compliance with all foreign import/export procedures. The Contractor shall provide Unique Identification (UID) labels as requested by AMCM ISEA in accordance with (IAW) MIL-STD-129, Military Marking of U.S. Military Property. The Contractor shall provide assistance in monitoring system inventories at the request of AMCM ISEA.

3.2.5 Technical Data

The Contractor shall review all technical data as it relates to AMCM Systems and submit corrections as required. Technical Data shall include: Technical Manuals and memorandums, data item descriptions (DID), engineering drawings and parts lists, optimized NALCOMIS (OOMA) baseline data, and Work Unit Codes.

3.2.6 Support Equipment

The Contractor shall review, update, and revise documents affecting all support equipment to include submitting new Support Equipment Requirement Data (SERD) requests, and accessing the Support Equipment Resource Management Information System (SERMIS) database to ascertain up-to-date SERDS for AMCM support equipment.

3.2.7 Training & Training Support

The Contractor shall participate in Training Support Work Groups (TSWG), review, document and update Navy Training Support Plans (NTSP), the Training Planning Process Methodology (TRPPM), and any pertinent training support documents. The Contractor shall review any CBT whether Interactive Courseware (ICW) or Computer Aided Instruction (CAI) deemed necessary by the Government. The Contractor shall participate in developing documentation to support new training materials and equipment to support Fleet requirements. The Contractor shall provide technical support in the familiarization and local training of various databases.

3.2.8 Manpower & Personnel

The Contractor shall review, document changes and update Manpower, Personnel and Training (MPT) requirements as they pertain to training and maintenance personnel requirements in support of program reviews of AMCM systems.

3.2.9 Facilities & Infrastructure

As required by AMCM ISEA, the Contractor shall support the Government site surveys for facilities to support maintenance, inventory, and storage of AMCM equipment.

3.2.10 Computer Resources

The Contractor shall provide database management administrator functions for CMPro® and Configuration Database Manager Database-Open Architecture (CDMD-OA). The CDMD-OA manager will train CDMD-OA users. The Contractor shall also utilize Configuration Management Information System (CMIS), Naval Aviation Logistics Command Management Information System (NALCOMIS), Decision Knowledge Programming for Logistics Analysis and Technical Evaluation (DECKPLATE), SERMIS, Local Asset Management System (LAMS), NAVAIR Engineering Investigation website, and provide current data for AMCM systems and equipment.

3.3 Naval Aviation Maintenance Plan (COMNAVAIRFORINST 4790.2 Series) Support

3.3.1 Monthly Maintenance Plan (CDRL A005)

As directed by COMNAVAIRFORINST 4790.2 series, the Contractor shall draft and deliver to the customer a Monthly Maintenance Plan (MMP) (CDRL A005). As a minimum, this maintenance plan shall include a summary of personnel qualifications, program manager designations, equipment requiring inspections, monthly training schedule, and a schedule for tracking tool and Individual Materials Readiness List (IMRL) calibrations. The MMP shall be delivered to the customer for signature by the [REDACTED] of each month.

3.3.2 Maintenance, Safety, Ordnance Team-Programs (CDRL A006)

The Contractor shall provide personnel with an extensive Aviation Quality Assurance (QA) background to assist AMCM ISEA in the management of all requirements set forth by the appropriate documents and standards for the following programs (and any new programs initiated during the course of this PWS):

| | |
|--|--|
| Hydraulic Contamination Control Program | SE Operator Training & Licensing Program |
| Laser-Hazard Control Program | SE Misuse/Abuse Program |
| Tool Control Program | Corrosion Prevention and Control Program P |
| Hazardous Material Control and Management Program | Foreign Object Damage (FOD) Prevention Program |
| Explosive Handling Personnel Qualification and Certification Program | Electrostatic Discharge Program |
| MK 105 Launch and Recovery Team Qualification Program | Maintenance/Branch Safety Program |
| Tire and Wheel Maintenance Safety Program | Production Control and Work Center Audits |

These programs include audits that shall be conducted as prescribed by COMNAVAIRFORINST4790.2 during the task order period of performance utilizing the Computerized Self Evaluation Checklist (CSEC) (CDRL A006). The checklist shall be delivered to AMCM ISEA upon completion of the audit. The Contractor shall maintain personnel qualification files for all individuals affected by any of the above listed programs.

3.3.3 AMCM ISEA Technical and Logistics Library

The Contractor shall maintain a working electronic library in CMPro® for AMCM ISEA with the most current available technical documentation for each AMCM program or system. Documentation shall include the following:

| | |
|--|--|
| AMCM Technical Manuals | AMCM Technical Repair Standards (TRS) |
| TMCR | Rapid Action Maintenance Engineering Changes (RAMEC) |
| Bulletin Technical Directives (AWB/SEB /AVB/ASB) | Maintenance Plans |

| | |
|---|--|
| Formal Change Technical Directives (AWC/SEC /AVC/ASC) | Technical Field Reports/Test reports Technical documents related to maintenance, engineering, or integrated logistics. |
| SERDs | APL/AELs |

3.3.4 Individual Material**Readiness List (IMRL) (CDRL A007)**

The Contractor shall perform the following tasks: Draft and deliver a report for all item transactions such as the receipt of new items, transfer of items on hand, or changes in on-hand quantity utilizing LAMS software as the management tool; Conduct an annual physical wall-to-wall inventory and submit findings as required. The results of this inventory shall be reported to the NAVAIR Support Equipment Controlling Authority (SECA) representative; Submit IMRL Revision Requests to the NAVAIR SECA for all required changes; Prepare letters to the NAVAIR SECA requesting disposition instructions for excess IMRL equipment; Prepare surveys for lost or beyond economical repair items and submit to the NAVAIR SECA in concert with Defense Contract Management Agency (DCMA); Ensure all IMRL equipment requiring calibration or repair is scheduled for calibration or repair in a timely manner. A calibration schedule shall be published monthly via the MMP; Attend IMRL management training and conferences and provide trip reports. (CDRL A007)

3.3.5 NAMDRP Program Management Support and Reporting Requirements (CDRL A008)

As the NAMDRP program manager, the Contractor shall support AMCM ISEA Work Center personnel by preparing as appropriate: Engineering Investigations (EIs), Hazardous Materials Reports (HMRs), Quality Deficiency Reports (QDRs), Technical Publication Deficiency Reports (TPDRs), and related correspondence as they relate to the AMCM ISEA NAMDRP process (CDRL A008).

3.4 AMCM In-Service Engineering (ISEA) General Support (CDRLs A009 and A010)

The Contractor shall maintain the database for all action items identified through the ILSMT process. The Contractor shall provide Program Management support requiring expeditious and constant communication and material support and assistance with all phases of acquisition support for new equipment, or existing sustainment for fielded systems (as required). The Contractor shall support AMCM ISEA in the development of meeting minutes and collect, compile, and distribute minutes (CDRL A010). The Contractor shall support development and distribution of presentation material required by AMCM ISEA and in support of quarterly reviews. The Contractor shall support the update of AMCM ISEA documents as required via TIs. These include Technical Notes (TN's), Technical publications, Maintenance Plans (MP's), and all other ILS documents (CDRL A009). All deliveries, where appropriate, shall be in Microsoft Office format compatible software.

3.5 Fabrication Support

The Contractor shall provide manufacturing support consisting of designing, developing and maintaining physical equipment, and refurbishing, repairing and replacing equipment as required. Tasks include a variety of engineering services for the repair and conversion of the AMCM Systems. Tasking shall include incorporation of ECPs and generating all ILS documentation in support of the conversion of systems. The Contractor shall have a production area encompassing welding (MIG, TIG, and Plasma Arc), machining, an electronics lab, paint booth and sufficient controlled inside and secured outside storage. The Contractor shall also provide Computer Aided Drafting (CAD) workstations for the production of engineering drawings and drawing databases. Products and services shall be governed by a Government approved Quality Assurance Program Plan (QAPP) procedures and work instructions (see PWS paragraph 3.8).

3.6 Travel

The Contractor may be required to travel from the primary performance location when supporting this requirement. Travel in support of this requirement is anticipated to include but may not be limited to, the following alternate performance locations:

- a. Norfolk, VA
- b. San Diego, CA
- c. Washington, DC
- d. Mechanicsburg, PA
- e. Annual ILSMT Working Group
- f. Other Travel as required by AMCM ISEA

The number of times the Contractor may be required to travel to each location cited above may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. All travel requirements will be approved by the Contracting Officer via Technical Instruction (TI). Before initiating any travel, the Contractor(s) shall submit a detailed and fully-burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The

travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. Actuals cost, resulting from the performance of travel requirements, shall be reported as part of the Contractor's Contractor status report. The reportable cost shall also be traceable to the Contractor's invoice.

The Contractor(s) will be reimbursed for its reasonable actual travel costs in accordance with HQ B-2-0020 Travel Cost – Alt I (NAVSEA)(Dec 2005) of the SeaPort Multiple Award Contract. Travel expenses are limited by the Department of Defense Joint Travel Regulations.

3.7 Contract Status Reporting (CDRL A011) Updated Modification 01

The below Electronic Cost Reporting and Financial Tracking (eCRAFT) reporting is required at this time. Contractor status reports shall be submitted as specified below:

(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 time frame 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: HYPERLINK "<http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC>" <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC> Newport/Partnerships/Commercial-Contracts/Information-eCraft/-/ under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

The Contractor shall submit 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

The Contractor shall assign standard eCRAFT labor categories to each existing proposed and executed labor category on the Task Order/Contract. The entire catalog of standard labor categories can be found at the following two websites:

Standard eCRAFT Labor Categories:

<http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Labor-Categories/>

Service Contract Act (SCA) Labor Categories:

<https://www.dol.gov/whd/govcontracts/sca.htm> - under the header "Guidance", select "Service Contract Act Directory of Occupations, 5th Edition (PDF)

3.8 Quality Assurance (CDRL A012)

The Contractor shall provide and maintain a Quality Management System (QMS) that meets the requirements of ISO 9001:2015. The Contractor shall submit a Quality Assurance Program Plan (QAPP) to the COR within 30 days after award that documents the quality system procedures, planning, and all other documentation and data that comprise the QMS for Government review and approval. The QAPP shall identify the means by which the Contractor will ensure quality system effectiveness and demonstrate comprehensive management and review of their process data, to identify trends and progress in quality of services and data products provided. The QAPP shall describe what is measured, how often it is tracked, and who reviews and assures that appropriate action is initiated when trends are unfavorable. The Government may perform inspections, validations, verifications and/or evaluations deemed necessary to ascertain conformance and compliance to the requirements and adequacy of the implemented procedures. The Government reserves the right to disapprove the QMS or portions thereof when it fails to meet its contractual requirements. The supplier shall require a QMS of its sub-tier suppliers to ensure control of quality of the services and data products

or supplies provided.

3.9 Safety Program (CDRL A013)

The Contractor shall document and implement a Safety Program for all non-office related work performed under this Task Order. The Contractor shall describe or reference in a Safety Plan the methods that will be used to identify and apply safety and hazard control. The Safety Plan shall list the industry safety standards or specifications that are the sources of safety requirements with which the Contractor is required to comply and any others the Contractor intends to use. The Safety Plan shall address (if applicable):

- Equipment Operation, Transport, Handling, Assembly and Storage
- Equipment Test and checkout
- Equipment modifications, test and inspection
- Emergency operations
- General safety and fire requirements not covered above
- Such other operations deemed necessary by the Contractor to safely execute the requirements of the Task Order.

The Contractor shall describe in the Safety Plan the techniques and procedures to be used by the Contractor to ensure that the objectives and requirements of the safety program are met in the safety training for engineers, technicians, operating, and maintenance personnel. The Safety Plan shall describe the mishap and hazardous malfunction analysis process for mishaps and the process for mishap and malfunction reporting to the COR, PCO, and any other Government officials required. The Contractor shall conduct all non-office functions in accordance with the approved Safety Plan.

3.10 Purchases

Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases above \$3,500 shall be approved by the Contracting Officer prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the PCO for approval.

Information Technology (IT) equipment or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the PCO for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

3.11 Navy Enterprise Resource Planning (NERP) Access

Contractor personnel assigned to perform program or project management work under this task order may require limited access to the NERP System which requires a Common Access Card (CAC). The Contractor shall submit a request for NERP access and the role required via the COR to the Competency Role Mapping Point of Contact (POC). The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for NERP include: Systems Authorization Access Request Navy (SAAR-N), DD Form 2875, Oct 2007, Annual information assurance training certificate and Office of Personnel Management (OPM) Questionnaire for Public Trust Positions (Standard Form (SF) 85P).

a. For directions on completing the SF85P, the Contractor is instructed to consult with their company's Facility Security Officer (FSO). In order to maintain access to required systems, the Contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations.

b. All Contractor personnel requiring access to NERP require a Common Access Card (CAC). The Contractor shall be responsible to ensure that all employees that require a CAC are processed in a timely manner. The COR will assign a Trusted Agent (TA) and sponsor to support the Contractor Facility Security Officer (FSO) in navigating the process to obtain Common Access Cards (CAC) through the Trusted Associate Sponsorship System (TASS). The Contractor shall use Reference Section J attachment TASS FAQ Applicant.pdf for additional information. Additional information on the process for Contractors requiring a CAC can be found at: <http://www.cac.mil/common-access-card/getting-your-cac/for-contractors/>.

3.12 CONTRACTOR OPERATED VEHICLES

Contractor-furnished vehicles shall meet the following criteria:

The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirements of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration.

The Contractor shall mark all Government Furnished Vehicles "Contractor operated" in one and one-half inch (1 ½") lettering. The color of the marking may be either black or blue to match other vehicle markings, and in close proximity to the U.S. Navy number.

Contractor personnel shall not utilize cellular telephones or personal devices while operating Contractor-furnished equipment or vehicles or personal owned vehicles on Government property.

3.13 Personnel Roster (CDRL A014)

The Contractor shall provide a personnel roster of all employees assigned to this contract or task order in accordance with CDRL A014 with the following information:

- Change Status (Add / Change / Remove)
- Contract #
- Contract end date
- COR / Government Point of Contact (SAME)
- Company Name
- Name (Last, First, Middle)
- Department / Office Code of employee
- Email Address
- Telephone number
- On Site Task Lead
- On-site location (if applicable)
- Report Date
- Departure Date

The Contractor shall maintain the list to be up to date on a bi-weekly basis.

3.14 Management of Government Furnished Property (GFP) Updated MOD 22

The Contractor shall manage, control, safeguard, inventory and report the status of all GFP in the possession of the Contractor. (CDRL A015)

4.0 GOVERNMENT FURNISHED PROPERTY

4.1 Government Furnished Information (GFI)

GFI in the form of technical manuals, TMCRs, equipment schematics, drawings, assembly/disassembly instructions, documentation, and logistics documentation will be provided to the Contractor throughout the task order period of performance. Disposition of GFI will be made at task order completion. The Government will provide access to the logs, manuals, and files required for performance of PWS within 5 days after issuance of task order. Access is required for: CMPro®, CMIS, CDMD-OA, DECKPLATE, ICAPS (Windows and Client Server), LAMS, NALDA, NALCOMIS SERMIS, and any other databases as required by AMCM ISEA.

4.2 Government Furnished Equipment (GFE)

Laptops will be issued to the Contractor when hardware repair or software upgrades are required. See Section J for GFP attachment.

5.0 DELIVERABLES

All data deliveries shall be in accordance with the schedule as specified in the attached Contract Data Requirements List (CDRL), DD Form 1423, See Section J Exhibit A.

6.0 SECURITY

This task is UNCLASSIFIED. Performance under this task order will not require the Contractor to access nor generate classified material.

RELEASE OF INFORMATION

(a) Release of information shall be in accordance with Section I, DFARS Clause 252.204-7000, Disclosure of Information.

(b) All technical data provided to the Contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the appropriate NSWC PCD authority. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The Contractor shall provide adequate physical protection to such information to preclude access by any person or entity not authorized such access by the Government.

6.1 Controlled Unclassified Information (CUI)

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

6.2 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Prior to access, Contractor personnel requiring access to Department of the Navy (DoN) controlled unclassified information (CUI) or "user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DoN Central Adjudication Facility.

6.3 Minimum Protection Requirements for Controlled Unclassified Information

Security classification guides and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

6.4 For Official Use Only (FOUO)

FOUO is a document designation, not a classification. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the Freedom of Information Act (FOIA). This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DoDM 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012

6.5 Security of Unclassified DoD Information on Non-DoD Information Systems (DoD 8582.01)

Adequate security shall be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

6.5.1 Information Safeguards

Unclassified DoD information that has not been cleared for public release may be disseminated by the Contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved.

Examples include:

- a. Non-public information provided to a Contractor (e.g., with a request for proposal).
- b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

6.5.2 Non-DoD Entities and Information Systems

Unclassified DoD information that has not been cleared for public release may be disseminated by the Contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- a. Non-public information provided to a Contractor (e.g., with a request for proposal).
- b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the Contractor or teaming partner.
- e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and transport layer security.
- g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.
- h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of transport layer security or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).
- j. Provide protection against computer network intrusions and data exfiltration, minimally including:
 - (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
 - (2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts),

including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services. Prompt application of security-relevant software patches, service packs, and hot fixes.

k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, Critical Program Information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.

l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.

m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

6.6 Operations Security

Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment. Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

The Contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

7.0 DISTRIBUTION LIMITATION STATEMENT

Documentation generated under this order shall have the following Distribution Limitation Statement and Destruction Notice affixed to the front cover and title page (if any):

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY (ADMINISTRATIVE/OPERATIONAL USE) (DATE). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, CODE A03, 110 VERNON AVENUE, PANAMA CITY, FLORIDA 32407-7001.

DESTRUCTION NOTICE – FOR CLASSIFIED DOCUMENTS, FOLLOW THE PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION

SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

8.0 PERFORMANCE BASED REQUIREMENTS

The Task Order service requirements are summarized below into Performance Objectives, Performance Standards and Acceptable Quality Levels (AQLs) that relate directly to mission essential items. The performance thresholds describe the minimally acceptable levels of service required for each requirement and are considered critical to mission success. Procedures as set forth in the FAR 52.246-5, Inspection of Services – Cost Reimbursement, shall be utilized to remedy all deficiencies.

Table 1: Performance Work Statement Evaluation Criteria & Standards

| Work Area | Performance Objective | Performance Standard | Acceptable Quality Level (AQL) | Surveillance Method |
|--|---|--|--|--|
| PWS Paragraph 3.1 Performance Support System | Maintain Life Cycle Configuration Management on operating software and hardware for PSS computers. Provide operating software, data files and hardware maintenance support on PSS computers. Update all files associated with IETMs, CBT and PSS delivery. Review all IETM change requests Update AMCM drawings to support PSS. Convert AMCM manuals to S1000D format. | Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules. | 100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance. | In accordance with FAR 52.246-5, Inspection of Services – Cost Reimbursement |
| PWS Paragraph 3.2 Integrated Logistics Support | Serve as the Database Manager for AMCM system configurations utilizing CMPro®; Ensure optimum processing of ECPs. Develop, review, process and update ILS documentation. | Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules. | 100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance. | In accordance with FAR 52.246-5, Inspection of Services – Cost Reimbursement |

| Work Area | Performance Objective | Performance Standard | Acceptable Quality Level (AQL) | Surveillance Method |
|---|---|---|---|---|
| | <p>Participate in Training Support Work Groups.</p> <p>Review any Computer Based Training</p> <p>Provide database management administrator functions for CMPro® and CDMD-OA.</p> | | | |
| <p>PWS paragraph 3.3</p> <p>Maintenance Support</p> | <p>Prepare and deliver a Monthly Maintenance Plan (MMP)</p> <p>Conduct audits of AMCM maintenance programs as prescribed by COMNAVAIRFORINST 4790.2</p> <p>Maintain a working electronic library in CMPro®</p> <p>Prepare and deliver a report for all item transactions such as the receipt of new items, transfer of items on hand, or changes in on-hand quantity utilizing LAMS software</p> <p>Prepare Engineering Investigations (EIs), Hazardous Materials Reports (HMRs), Quality Deficiency Reports (QDRs), Technical Publication Deficiency Reports (TPDRs) as they relate to the NAMDRP process.</p> | <p>Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.</p> | <p>100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.</p> | <p>In accordance with FAR 52.246-5, Inspection of Services – Cost Reimbursement</p> |
| <p>PWS paragraph 3.4</p> <p>AMCM ISEA General</p> | <p>Maintain the database for all action items identified through the ILSMT process; provide program management support</p> | <p>Services and materials provided in a consistent and timely manner. Services and reports are delivered</p> | <p>100% of reviews require no more than two (2) review/comment/approval cycles, to</p> | <p>In accordance with FAR 52.246-5, Inspection of Services – Cost</p> |

| Work Area | Performance Objective | Performance Standard | Acceptable Quality Level (AQL) | Surveillance Method |
|---|--|--|---|--|
| Support | requiring expeditious communication and support material and assist in Validation and Verification support on new or existing equipment; prepare and deliver meeting minutes; Documentation Updates | IAW agreed upon schedules. | meet acceptance. | Reimbursement |
| PWS paragraph 3.5 Fabrication Support | Provide manufacturing support consisting of designing, developing and maintaining physical equipment, and refurbishing, repairing and replacing equipment as required | Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules. | 100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance. | In accordance with FAR 52.246-5, Inspection of Services – Cost Reimbursement |
| PWS paragraph 3.6 Travel | Actual travel will be at the direction of NSWC PCD via Technical Instruction and in support of the efforts specified herein. The number of trips to each destination may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. | Travel is provided IAW Performance Work Statement paragraph 3.6. | 100% of travel provided IAW Performance Work Statement 3.6. | In accordance with FAR 52.246-5, Inspection of Services – Cost Reimbursement |
| PWS paragraph 3.10 Purchases | Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. | Material purchases are approved prior to purchase by the Contractor in accordance with the PWS. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the PCO for approval. | 100% of material purchases shall be itemized and contain the cost and price analysis and be approved prior to purchase as specified in PWS paragraph 3.10 | In accordance with FAR 52.246-5, Inspection of Services – Cost Reimbursement |

9.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under the task order for NSWC PCD 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://ecmra.mil> . Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs [REDACTED] [REDACTED]. While inputs may be reported any time during the FY, all data shall be reported no later than [REDACTED] of each calendar year. Contractors may direct questions to the help desk, linked at <https://ecmra.mil>.

10.0 GOVERNMENT/CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract/task order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all Contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all Contractor personnel assigned to this task order. The Contractor shall exercise ultimate control over all aspects of Contractor personnel day-to-day work under this task order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this task order including the work of its Contractor personnel.

Contractor personnel under this task order shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.
- (4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

(1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and NSWC PCD under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

- (e) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.
- (1) Payments by the Government under this task order are not subject to the Federal income tax withholdings.
 - (2) Payments by the Government under this task order are not subject to the Federal Insurance Contributions Act.
 - (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this task order.
 - (4) The Contractor is not entitled to workman's compensation benefits by virtue of this task order.
 - (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this task order.
- (f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor task order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.
- 1) The Contractor should notify the Contracting Officer in writing promptly, within [REDACTED] the date of any incident that Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
 - 2) The Contracting Officer will promptly, within [REDACTED] after receipt of notice, respond to the notice in writing. In responding the Contracting Officer will either:
 - (i) Confirm the conduct is in violation and when necessary direct the mode of further performance,
 - (ii) Countermand any communication regarded as a violation
 - (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
 - (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

11.0 SUBCONTRACTOR/CONSULTANTS

- (a) In addition to the information required by FAR 52.244-2 in the Contractor's basic Seaport-e contract, the Contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing agreement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order:
- (1) A copy of the proposed sub-contractors cost or price proposal.
 - (2) The results of negotiations to incorporate rate caps no higher than the lower of (i) Seaport-e rate caps for the prime Contractor, or in the case where the proposed subcontractor is also a Seaport-e prime, (ii) rate caps that are no higher than the subcontractor's prime Seaport-e contract.
 - (3) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime Contractor.
- (b) As required by FAR 15.404-3(b) the Contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a subcontractor or consultant.
- (c) T&M pricing agreements require an accounting system rating of adequate. In these instances, the Contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime Contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed Seaport-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime Contractor to ensure that efficient performance methods are being employed.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL2000)

- (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 subcontract consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply 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 [REDACTED] 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.

(End of Text)

Section D - Packaging and Marking

All terms and conditions, including clauses, in the Seaport Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

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) task order number
- (4) sponsor: (Name of Individual Sponsor, Name of Requiring Activity, City and State)

(End of Text)

Section E - Inspection and Acceptance

All terms and conditions, including clauses, in the Seaport Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

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

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

(End of Text)

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

Item(s) 7000, 7001, 7002, 7003, 7004 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

(End of Text)

HQ E-2-0004 COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

(End of Text)

HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

(End of Text)

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

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

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

(End of Text)

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (APR 2017)

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2015 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of Text)

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

(End of Text)

The Period of Performance of the following Firm items are as follows:

| | |
|---------|-------------------------|
| 7000 | 04/16/2018 - 04/15/2019 |
| 7001 | 04/16/2019 - 04/15/2020 |
| 7005 AA | 04/16/2020 - 04/15/2021 |
| 7005 AB | 04/16/2020 - 04/15/2021 |
| 7005 AC | 04/16/2020 - 04/15/2021 |
| 7005 AD | 04/16/2020 - 04/15/2021 |
| 7005 AE | 05/22/2020 - 04/15/2021 |
| 7005 AF | 05/22/2020 - 04/15/2021 |
| 7005 AG | 05/22/2020 - 04/15/2021 |
| 7005 AH | 05/22/2020 - 04/15/2021 |
| 7005 AJ | 07/24/2020 - 04/15/2021 |
| 7005 AK | 07/24/2020 - 04/15/2021 |
| 7005 AL | 09/10/2020 - 04/15/2021 |
| 7005 AM | 09/10/2020 - 04/15/2021 |
| 7005 AN | 09/23/2020 - 04/15/2021 |
| 7005 AP | 09/23/2020 - 04/15/2021 |
| 7005 AQ | 09/28/2020 - 04/15/2021 |
| 7005 AR | 01/25/2021 - 04/15/2021 |
| 7006 AA | 04/16/2021 - 04/15/2022 |
| 7006 AB | 04/16/2021 - 04/15/2022 |
| 7006 AC | 04/16/2021 - 04/15/2022 |
| 7006 AD | 04/16/2021 - 04/15/2022 |
| 7006 AE | 04/26/2021 - 04/15/2022 |
| 7006 AF | 04/26/2021 - 04/15/2022 |
| 7006 AG | 04/26/2021 - 04/15/2022 |
| 7006 AH | 05/27/2021 - 04/15/2022 |
| 7006 AJ | 05/27/2021 - 04/15/2022 |
| 7006 AK | 05/27/2021 - 04/15/2022 |
| 9000 | 04/16/2018 - 04/15/2019 |
| 9001 | 04/16/2019 - 04/15/2020 |
| 9005 AA | 04/16/2020 - 04/15/2021 |
| 9005 AB | 04/16/2020 - 04/15/2021 |
| 9005 AC | 05/22/2020 - 04/15/2021 |

| | |
|---------|-------------------------|
| 9006 AA | 04/16/2021 - 04/15/2022 |
| 9006 AB | 04/26/2021 - 04/15/2022 |
| 9006 AC | 05/27/2021 - 04/15/2022 |
| 9006 AD | 05/27/2021 - 04/15/2022 |
| 9006 AE | 05/27/2021 - 04/15/2022 |
| 9100 | 04/16/2018 - 04/15/2019 |
| 9101 | 04/16/2019 - 04/15/2020 |
| 9105 AA | 04/16/2020 - 04/15/2021 |
| 9105 AB | 04/16/2020 - 04/15/2021 |
| 9105 AC | 05/22/2020 - 04/15/2021 |
| 9105 AD | 09/28/2020 - 04/15/2021 |
| 9106 AA | 04/16/2021 - 04/15/2022 |
| 9106 AB | 05/27/2021 - 04/15/2022 |

The Period of Performance of the following Option items are as follows:

| | |
|---------|-------------------------|
| 7002 | 04/16/2020 - 04/15/2021 |
| 7003 | 04/16/2021 - 04/15/2022 |
| 7004 | 04/16/2022 - 04/15/2023 |
| 7007 AA | 04/16/2022 - 04/15/2023 |
| 9002 | 04/16/2020 - 04/15/2021 |
| 9003 | 04/16/2021 - 04/15/2022 |
| 9004 | 04/16/2022 - 04/15/2023 |
| 9007 AA | 04/16/2022 - 04/15/2023 |
| 9102 | 04/16/2020 - 04/15/2021 |
| 9103 | 04/16/2021 - 04/15/2022 |
| 9104 | 04/16/2022 - 04/15/2023 |
| 9107 AA | 04/16/2022 - 04/15/2023 |

Section G - Contract Administration Data

All terms and conditions, including clauses, in the Seaport Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

GOVERNMENT CONTRACT ADMINISTRATION POINTS OF CONTACT:

Procurement Contracting Officer

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Contract Specialist

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Ombudsman

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Contracting Officer Representative

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

Defense Finance and Accounting Services (DFAS)

HQ0338

DFAS Columbus Center, South Entitlement Operations

Mod 03 DFAS Payment Instructions

DFAS PAYMENT INSTRUCTIONS

The payment office shall make payments in accordance with PGI 204.7018 (b)(1) and table at b(2)

https://www.acq.osd.mil/dpap/dars/pgi/pgi_hm/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).

Invoice and Receiving Report Cost

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

Destination/Destination

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

Routing Data Table

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|--------------------------------|
| Pay Official DoDAAC | HQ0338 |
| Issue By DoDAAC | N61331 |
| Admin DoDAAC | N61331 |
| Inspect By DoDAAC | N/A |
| Ship To Code | N61331 (invoice purposes only) |
| Ship From Code | N/A |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | N61331 |
| Service Acceptor (DoDAAC) | N61331 |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | (Leave Blank) |
| DCAA Auditor DoDAAC | HAA819 |
| Other DoDAAC(s) | N/A |

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

| |
|---|
| COR: Donielle.blount@navy.mil |
| Contract Specialist: Michael.hornberger@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.

NSWC PCD WAWF Point of Contact (POC): [REDACTED] Please send an e-mail to both POCs.

(2) For technical WAWF help, contact the [REDACTED]

(End of clause)

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

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

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

(End of Text)

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

| |
|-----|
| N/A |
| |

The Contractor points of contact for this Task Order are as follows

| |
|------------|
| [REDACTED] |
| |

(End of Text)

700001 130067897900001 [REDACTED]

LLA :

AA 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004257766

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00001 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00002

700002 130070320400001 [REDACTED]
LLA :
AB 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004447010

900001 130070320400002 [REDACTED]
LLA :
AB 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004447010

910001 130070320400003 [REDACTED]
LLA :
AB 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004447010

MOD P00002 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00003 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00004

700003 130072077700001 [REDACTED]
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AC 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004568366

700004 130072077700002 [REDACTED]
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AD 1781804 8C7C 251 24VCS 0 050120 2D 000000 A10004568366

900002 130072077700003 [REDACTED]
LLA :
AD 1781804 8C7C 251 24VCS 0 050120 2D 000000 A10004568366

910002 130072077700004 [REDACTED]
LLA :
AD 1781804 8C7C 251 24VCS 0 050120 2D 000000 A10004568366

MOD P00004 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00005

700005 130073277500001 [REDACTED]
LLA :
AE 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004640661

700006 130073277500002 [REDACTED]
LLA :
AF 1781804 8C7C 251 24VCS 0 050120 2D 000000 A10004640661

MOD P00005 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00006

700007 130073514700001 [REDACTED]

LLA :

AG 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004655388

Incrementally Funded PR 1300735147. 10 U.S.C. 2410a Authority is being Invoked.

700008 130073734000001 [REDACTED]

LLA :

AH 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004669005

Incrementally Funded PR 1300737340. 10 U.S.C. 2410a Authority is being Invoked.

900003 130073734000002 [REDACTED]

LLA :

AH 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004669005

910003 130073734000003 [REDACTED]

LLA :

AH 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004669005

MOD P00006 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00007

700101 130077586300005 [REDACTED]

LLA :

AJ 1791804 8C7C 251 24VCS 0 050120 2D 000000 A00004971565

700102 130077586300002 [REDACTED]

LLA :

AK 1791804 8C7C 251 24VCS 0 050120 2D 000000 A10004971565

900101 130077586300003 [REDACTED]

LLA :

AK 1791804 8C7C 251 24VCS 0 050120 2D 000000 A10004971565

910101 130077586300004 [REDACTED]

LLA :

AK 1791804 8C7C 251 24VCS 0 050120 2D 000000 A10004971565

MOD P00007 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00008 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00009

700101 130077586300005 [REDACTED]
LLA :
AJ 1791804 8C7C 251 24VCS 0 050120 2D 000000 A00004971565

900102 130077586300006 [REDACTED]
LLA :
AJ 1791804 8C7C 251 24VCS 0 050120 2D 000000 A00004971565

910102 130077586300007 [REDACTED]
LLA :
AJ 1791804 8C7C 251 24VCS 0 050120 2D 000000 A00004971565

MOD P00009 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00010

700103 130080444100001 [REDACTED]
LLA :
AL 1791804 8C7C 251 24VCS 0 050120 2D 000000 A00005217532

MOD P00010 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00011

700001 130067897900001 [REDACTED]
LLA :
AA 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004257766

700002 130070320400001 [REDACTED]
LLA :
AB 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004447010

700003 130072077700001 [REDACTED]
LLA :
AC 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004568366

700004 130072077700002 [REDACTED]
LLA :
AD 1781804 8C7C 251 24VCS 0 050120 2D 000000 A10004568366

700005 130073277500001 [REDACTED]
LLA :
AE 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004640661

700006 130073277500002 [REDACTED]
LLA :
AF 1781804 8C7C 251 24VCS 0 050120 2D 000000 A10004640661

700007 130073514700001 [REDACTED]

LLA :

AG 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004655388

Incrementally Funded PR 1300735147. 10 U.S.C. 2410a Authority is being Invoked.

700008 130073734000001 [REDACTED]

LLA :

AH 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004669005

Incrementally Funded PR 1300737340. 10 U.S.C. 2410a Authority is being Invoked.

900003 130073734000002 [REDACTED]

LLA :

AH 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004669005

910001 130070320400003 [REDACTED]

LLA :

AB 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004447010

910002 130072077700004 [REDACTED]

LLA :

AD 1781804 8C7C 251 24VCS 0 050120 2D 000000 A10004568366

910003 130073734000003 [REDACTED]

LLA :

AH 1781804 8C7C 251 24VCS 0 050120 2D 000000 A00004669005

MOD P00011 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00012 Funding [REDACTED]

Cumulative Funding [REDACTED]

Accounting Data

| CLIN/SLIN | PR Number | Amount |
|-----------|-----------|--------|
|-----------|-----------|--------|

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Standard Document #:

9005AB 130084335900003 [REDACTED]

LLA :

AM 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005546860

Standard Document #:

9105AB 130084335900002 [REDACTED]

LLA :

Accounting Data

AM 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005546860

Standard Document #:

MOD P00013 Funding: [REDACTED]

Cumulative Funding: [REDACTED]

N6133118F3000P00014

7005AC 130084956600001 [REDACTED]

LLA :

AN 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005589334

Standard Document #:

7005AD 130084956700001 [REDACTED]

LLA :

AP 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005589338

Standard Document #:

MOD P00014 Funding: [REDACTED]

Cumulative Funding: [REDACTED]

N6133118F3000P00016

7005AE 130085254300001 [REDACTED]

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AQ 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005607413

Standard Document #:

7005AF 130085262800001 [REDACTED]

LLA :

AR 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005608001

Standard Document #:

7005AG 130085302000001 [REDACTED]

LLA :

AS 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005609733

Standard Document #:

7005AH 130085520400001 [REDACTED]

LLA :

AT 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005622847

Standard Document #:

Accounting Data

9005AC 130085254300002 [REDACTED]
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AQ 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005607413
Standard Document #:

9105AC 130085254300003 [REDACTED]
LLA :
AQ 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005607413
Standard Document #:

MOD P00016 Funding: [REDACTED]
Cumulative Funding: [REDACTED]

N6133118F3000P00017

7005AJ 130087122000001 [REDACTED]
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AU 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005731771
Standard Document #:

7005AK 130086713100001 [REDACTED]
LLA :
AV 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005702832
Standard Document #:

MOD P00017 Funding: [REDACTED]
Cumulative Funding: [REDACTED]

N6133118F3000P00018

7005AL 130087387700001 [REDACTED]
LLA :
AW 97X4930 NH1D 251 77777 0 050120 2F 000000 A00005749356
Standard Document #:

7005AM 130088128400001 [REDACTED]
LLA :
AX 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005800750
Standard Document #:

MOD P00018 Funding: [REDACTED]
Cumulative Funding: [REDACTED]

Accounting Data

N6133118F3000P00019

7005AN 130087221600001 [REDACTED]
LLA :
AY 1701804 8C7C 251 24VCS 0 050120 2D 000000 A00005739006
Standard Document #:

7005AP 130087417600002 [REDACTED]
LLA :
AZ 97X4930 NH1D 251 77777 0 050120 2F 000000 A10005750381
Standard Document #:

MOD P00019 Funding: [REDACTED]
Cumulative Funding: [REDACTED]

N6133118F3000P00020

7005AQ 130087312200001 [REDACTED]
LLA :
BA 1701810 C3S0 251 24VCS 0 050120 2D 000000 A00005743601
Standard Document #:

9105AD 130087312200002 [REDACTED]
LLA :
BA 1701810 C3S0 251 24VCS 0 050120 2D 000000 A00005743601
Standard Document #:

MOD P00020 Funding: [REDACTED]
Cumulative Funding: [REDACTED]

N6133118F3000P00021

700101 130077586300005 [REDACTED]
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Standard Document #:

7005AR 130089708300001 [REDACTED]
LLA :
BB 97X4930 NH1D 251 77777 0 050120 2F 000000 A00005917228
Standard Document #:

900101 130077586300003 [REDACTED]

Accounting Data

LLA :

AK 1791804 8C7C 251 24VCS 0 050120 2D 000000 A10004971565

Standard Document #:

900102 130077586300006 [REDACTED]

LLA :

AJ 1791804 8C7C 251 24VCS 0 050120 2D 000000 A00004971565

Standard Document #:

MOD P00021 Funding: [REDACTED]

Cumulative Funding [REDACTED]

N6133118F3000P00022

MOD P00022 Funding: [REDACTED]

Cumulative Funding: [REDACTED]

N6133118F3000P00023

7006AB 130091240300001 [REDACTED]

LLA :

BC 1711804 8C7C 251 24VCS 0 050120 2D 000000 A00006013933

Standard Document #:

7006AC 130091468700001 [REDACTED]

LLA :

BD 1711804 8C7C 251 24VCS 0 050120 2D 000000 A00006022469

Standard Document #:

7006AD 130091596200001 [REDACTED]

LLA :

BE 1711804 8C7C 251 24VCS 0 050120 2D 000000 A00006031272

Standard Document #:

MOD P00023 Funding: [REDACTED]

Cumulative Funding: [REDACTED]

N6133118F3000P00024

7006AE 130092076500001 [REDACTED]

LLA :

BF 1711804 8C7C 251 24VCS 0 050120 2D 000000 A00006056383

Standard Document #:

Accounting Data

7006AF 13009211650001 [REDACTED]
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BG 97X4930 NH1D 251 77777 0 050120 2F 000000 A00006058991
Standard Document #:

7006AG 130091477300001 [REDACTED]
LLA :
BH 1711804 8C7C 251 24VCS 0 050120 2D 000000 A00006023281
Standard Document #:

9006AB 130091477300002 [REDACTED]
LLA :
BH 1711804 8C7C 251 24VCS 0 050120 2D 000000 A00006023281
Standard Document #:

MOD P00024 Funding: [REDACTED]
Cumulative Funding: [REDACTED]

N6133118F3000P00025

7006AH 130093108000001 [REDACTED]
LLA :
BJ 1711804 8C7C 251 24VCS 0 050120 2D 000000 A00006108524
Standard Document #:

7006AJ 130093107400001 [REDACTED]
LLA :
BK 1711804 8C7C 251 24VCS 0 050120 2D 000000 A00006107780
Standard Document #:

7006AK 130093253800001 [REDACTED]
LLA :
BM 1711804 8C7C 251 24VCS 0 050120 2D 000000 A00006114328
Standard Document #:

9006AC 130092116700001 [REDACTED]
LLA :
BL 1711804 8C7C 251 24VCS 0 050120 2D 000000 A00006059035
Standard Document #:

9006AD 130093430800001 [REDACTED]
LLA :

Accounting Data

BN 1711804 8C7C 251 24VCS 0 050120 2D 000000 A00006123709

Standard Document #:

9006AE 130093253800003 [REDACTED]

LLA :

BM 1711804 8C7C 251 24VCS 0 050120 2D 000000 A00006114328

Standard Document #:

9106AB 130093253800002 [REDACTED]

LLA :

BM 1711804 8C7C 251 24VCS 0 050120 2D 000000 A00006114328

Standard Document #:

MOD P00025 Funding: [REDACTED]

Cumulative Funding [REDACTED]

Section H - Special Contract Requirements

All terms and conditions, including clauses, in the Seaport Multiple Award Contract (MAC) basic contract are hereby expressly incorporated into this task order request for proposal and resulting task order.

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.

(End of Text)

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 [REDACTED] 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 [REDACTED] ([REDACTED]) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of [REDACTED] 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 [REDACTED] 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 at an average rate of approximately [REDACTED] hours per week. 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (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 [REDACTED] 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.

(End of Text)

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 [REDACTED] 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.

(End of Text)

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

| | | |
|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |

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

(End of Clause)

52.222-2 PAYMENT OF OVERTIME PREMIUMS (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed [REDACTED] or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of Clause)

52.244-2 SUBCONTRACTS (Oct 2010)

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

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

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

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

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

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

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or ██████ of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or ██████ of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED TO ADD TEAM MEMBERS TO THE TASK ORDER AFTER AWARD. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION REQUIRED FOR APPROVAL.

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other provisions.
- (vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of the FAR.
- (vii) A negotiation memorandum reflecting -

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price objective and the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor’s certified cost or pricing data were not accurate, complete, or current;
- (F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

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

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

Contractor may be entitled to reimbursement from the Government.

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

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

DMR Consulting, Inc.

Innovative Professional Solutions, Inc. (IPS)

(End of Clause)

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

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

“Covered Subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.”

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract there under.”

(b) The Contractor --

(1) Agrees not to --

(i) Enter into any agreement with any of its employees or independent Contractors that requires, as a condition of employment, that the employee or independent Contractor agree to resolve through arbitration

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent Contractor that mandates that the employee or independent Contractor resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or (B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered Subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent Contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or Subcontractor's agreements with employees or independent Contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of Clause)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL OR ROLLER BEARINGS (JUNE 2011)

(a) Definitions. As used in this clause?

(1) Bearing components means the bearing element, retainer, inner race, or outer race.

(2) Component, other than a bearing component, means any item supplied to the Government as part of an end product or of another component.

(3) End product means supplies delivered under a line item of this contract.

(b) Except as provided in paragraph (c) of this clause--

(1) Each ball and roller bearing delivered under this contract shall be manufactured in the United States, its outlying areas, or Canada; and

(2) For each ball or roller bearing, the cost of the bearing components manufactured in the United States, its outlying areas, or Canada shall not exceed 50 percent of the total cost of the bearing components of that ball or roller bearing.

(c) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as--

(1) Commercial components of a noncommercial end product; or

(2) Commercial or noncommercial components of a commercial component of a noncommercial end product.

- (d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection [225.7009-4](#) of the Defense Federal Acquisition Regulation Supplement.
- (e) If this contract includes DFARS clause [252.225-7009](#), Restriction on Acquisition of Certain Articles Containing Specialty Metals, all bearings that contain special metals, as defined in that clause, must meet the requirements of that clause.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for?
- (1) Commercial items; or
 - (2) Items that do not contain ball or roller bearings.

(End of clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within [REDACTED] of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered

telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

Section J - List of Attachments

| Exhibit # | Title | Pages | Date |
|--------------|---|-------|-----------|
| A | Contract Data Requirements Lists (CDRLs); A001 - A015 | 10 | 17-Feb-21 |
| B | DI-MGMT-81991 | 6 | 19-Jan-16 |
| C | DI-MGMT-80441B | 2 | 21-Oct-16 |
| D | TASS FAQ | 13 | 1-Mar-13 |
| | | | |
| Attachment # | Title | Pages | Date |
| J.1 | GFP Attachment | 22 | 19-Oct-17 |
| J.2 | Template AVG BID RATES v2.2 w Out Years | 1 | 21-Mar-18 |
| J.3 | GFP Attachment P00021 | 2 | 15-Jan-21 |

| Attachment Number | File Name | Description |
|-------------------|--|---|
| Exhibit A | Contract Data Requirements List_A001 - A015_021721.pdf | Contract Data Requirements List_A001 - A015_021721 |
| Exhibit B | Exhibit_B_DI-MGMT-81991.pdf | Exhibit_B_DI_MGMT_81991 |
| Exhibit C | Exhibit_C_DI-MGMT-80441B.pdf | Exhibit_C_DI-MGMT-80441B |
| Exhibit D | Exhibit_D_TASS_FAQ.pdf | Exhibit_D_TASS_FAQ |
| J.1 | J.1_GFP_Attachment.pdf | J.1_GFP_Attachment |
| J.2 | Attachment_J2_Template_AVG_BID_RATES_v2_2_w_Out_Years.xlsx | Attachment J2 Template AVG BID RATES V2.2 w Out Years |
| J.3 | J.3 GFP Attachment_P00021.pdf | J.3 GFP Attachment_P00021 |