

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-12-D-7017		2. DELIVERY ORDER NO. N0016718F3002		3. EFFECTIVE DATE 2018 Jan 12		4. PURCH REQUEST NO. Various		5. PRIORITY DO-C9			
6. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817 Carolyn O Johnson-Lawrence/N00167 - C/0222 757-462-2818			CODE N00167		7. ADMINISTERED BY DCMA PITTSBURGH 2790 Mosside Blvd., Suite 510 Monroeville PA 15146-2743			CODE S3911A		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR Propulsor Technology Incorporated 80 Emerson Lane, Ste 1302 Bridgeville PA 15017-1269			CODE 057N9		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G								
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266			CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE	Reference your _____ furnish the following on terms specified herein.									
	ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
Propulsor Technology Incorporated						Dae Machin Contracts Manager & Engineer					
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$3,194,685.76	
				BY: /s/Michael P Peduto				01/11/2018 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.	29. D.O. VOUCHER NO.		30. INITIALS		
						PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE		g. E-MAIL ADDRESS				FINAL	31. PAYMENT		34. CHECK NUMBER		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.	COMPLETE	35. BILL OF LADING NO.									
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL	FULL				
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.						

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GENERAL INFORMATION

N0016718F3002 provides technical support services for the design, development, manufacture, installation, inspection, and Integrated Library System (ILS) of advanced propulsors and standard Navy propellers as specified in Section C.

The total in Block 25 on the DD Form 1155 (page 1) is inclusive of the holding line items (CLINs 7000 & 9000) plus the obligated total (all SLINs under CLINs 7001 and 9001). As stated in Section B, the holding line items are established for informational purposes only. To be clear, the contractor shall not exceed the obligated amount specified in Section G.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Holding CLIN for Base Year technical support services in accordance with Section C, Statement of Work. This CLIN is established as a holding line item to maintain the value of the base year and will be decreased when additional funding is added to the order. This line item does not obligate the Government and is provided for informational purposes only. (Fund Type - TBD)	12934.0	LH	\$1,216,027.40	\$87,458.36	\$1,303,485.76
7001		Base Year - Technical Support Services Labor in accordance with Section C					\$1,756,200.00
7001AA	R425	Funding in the amount of \$964,200.00 for TI-01 (SCN)	9642.0	LH	\$899,020.08	\$65,179.92	\$964,200.00
7001AB	R425	Funding in the amount of \$762,000.00 For TI-02. 10 U.S.C. 2410(a) authority is being invoked. (RDT&E)	7620.0	LH	\$710,488.80	\$51,511.20	\$762,000.00
7001AC	R425	Funding in the amount of \$30,000.00 for TI-03 (OPN)	300.0	LH	\$27,972.00	\$2,028.00	\$30,000.00
7100	R425	Option Year 1 - Technical Support Services in accordance with Section C, Statement of Work (Fund Type - TBD) Option	30496.0	LH	\$2,924,202.12	\$211,388.37	\$3,135,590.49
7200	R425	Option Year 2 - Technical Support Services in accordance with Section C, Statement of Work (Fund Type - TBD) Option	30496.0	LH	\$2,997,340.10	\$216,774.00	\$3,214,114.10
7300	R425	Option Year 3 - Technical Support Services in accordance with Section C, Statement of Work (Fund Type - TBD) Option	30496.0	LH	\$3,070,584.64	\$222,195.49	\$3,292,780.13

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	Option Year 4 - Technical Support Services in accordance with Section C, Statement of Work (Fund Type - TBD) Option	30496.0	LH	\$3,145,970.80	\$227,775.36	\$3,373,746.16

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Holding CLIN for Base Year Other Direct Costs (ODC). This CLIN is established as a holding line item to maintain the value of the order and will be decreased when additional funding is added to the order. This line item does not obligate the Government and is provided for informational purposes only. (Fund Type - TBD)	1.0	LO	\$61,200.00
9001		Base Year - Other Direct Costs (ODCs) in support of Engineering Technical Support Services			\$73,800.00
9001AA	R425	ODC funding in the amount of \$35,800.00 in support of SLIN 7001AA (TI -01) (SCN)	1.0	LO	\$35,800.00
9001AB	R425	ODC funding in the amount of \$38,000.00 in support of SLIN 7001AB (TI-02). 10 U.S.C. 2410(a) authority is being invoked. (RDT&E)	1.0	LO	\$38,000.00
9100	R425	Option Year 1 - ODCs in support of CLIN 7100. ODCs are non-fee bearing. (Fund Type - TBD) Option	1.0	LO	\$135,000.00
9200	R425	Option Year 2 - ODCs in support of CLIN 7200. ODCs are non-fee bearing. (Fund Type - TBD) Option	1.0	LO	\$135,000.00
9300	R425	Option Year 3 - ODCs in support of CLIN 7300. ODCs are non-fee bearing. (Fund Type - TBD) Option	1.0	LO	\$135,000.00
9400	R425	Option Year 4 - ODCs in support of CLIN 7400. ODCs are non-fee bearing. (Fund Type - TBD) Option	1.0	LO	\$135,000.00

PAYMENT OF FEE TABLE

Year	Hour	Fixed Fee	Fee Per Hour*
Base	30,496.00	\$ 206,177.48	\$ 6.76
OY1	30,496.00	\$ 211,388.37	\$ 6.93
OY2	30,496.00	\$ 222,195.49	\$ 7.11
OY3	30,496.00	\$ 222,195.49	\$ 7.29
OY4	30,496.00	\$ 227,775.36	\$ 7.47

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*Note: The fixed fee per hour is rounded to the nearest cent. If all of the period's hours are funded, the fee per hour may be adjusted to account to ensure no over or under-payment of the fixed fee is made to account for the rounding. In the event, that the order is not fully funded, the contractor shall invoice at the fee per hour rate specified above.

HBQ-2-0015 Payment of Fee(s) (Level of Effort-ALT 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 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 convenience.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1. SCOPE

The contractor shall provide technical support services for the design, development, manufacture, installation, inspection, and Integrated Library System (ILS) of advanced propulsors and standard Navy propellers. This technical support shall be provided to Naval Surface Warfare Center Carderock Division (NSWCCD) Codes 8070, 6100, and 7200. Support tasks fall into six functional categories. The tasking under this Statement of Work falls under Product Service Codes (PSCs) AC34, AD23, AD25, and R425 depending on the specific tasking being performed.

2. REFERENCES

2.1 MIL-STD-31000A Technical Data Packages, dated 26 February 2013.

2.2 S9074-AR-GIB-010/278 Requirements for Fabrication Welding and Inspection, and Casting Inspection and Repair for Machinery, Piping, and Pressure Vessels, dated 08/01/1995, including Change A dated 14 February 2013.

2.3 NAVSEA Tech Publication S9074-AR-GIB-010/278

2.4 S0974-AQ-GIB-010/248 Requirements for Welding and Brazing Procedure and Performance Qualification, dated 1 August 1995.

2.5 T9074-AQ-GIB-010/271 Requirements for Non Destructive Testing Methods, dated 15 May 1995.

2.6 MIL-STD-2035A Non-Destructive Testing Acceptance Criteria, dated 15 May 1995.

2.7 DOD 5000.64 Accountability and Management of DoD Equipment and Other Accountable Property, dated 9 May 2011.

2.8 SPEC EB-4941 Qualification of Glass Reinforced Plastic Composite Material Systems, dated 30 September 2011.

2.9 SAE AS9100 Revision D, Quality Management Systems - Requirements for Aviation, Space and Defense Organizations, dated 20 September 2016.

2.10 ASME Y14.43 Dimensioning and Tolerancing Principles for Gages and Fixtures, dated 22 August 2011.

2.11 ASME B30.20 Below the Hook Lifting Devices, dated 1 January 2013.

2.12 NAVSEA Drawing 810-8328549 Mechanical Standard Drawing – Digital Product Definition (DPD) Design Requirements for Propulsors.

3. REQUIREMENTS

3.1 Propulsor Design and Development: The contractor shall develop advanced propulsor design drawings for Navy Submarines and submarine test platforms in support of NSWCCD. The contractor shall provide: design models and detailed drawings, specifications, designs and prototypes for acoustic features, inspection and tolerance requirements, and design inspection points and splines. The drawings shall be fully detailed for manufacturing including the specifications, requirements, tolerances, and conventions utilized for advanced propulsor manufacturing. The drawings shall comply with all references in Section 2 unless a Technical Instruction (TI) explicitly specifies otherwise in writing on the TI. The contractor shall also perform finite element analyses, fatigue methodology evaluations, manufacturability evaluations, and evaluations of hydrodynamic design surface models. Specifically included in this effort is the design and production of detailed manufacturing drawings for Large Scale Vehicle (LSV2) Submarine

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propulsor components, full scale Ohio Replacement and Virginia rotor, blading and tailcone subassemblies, and specialized propulsor component fixtures and handling gear. Tasks include:

3.1.1 The contractor shall evaluate and correct surface geometry from hydrodynamic designers using Advanced Propulsor Evaluation Tools Geometric Modeling Software and the Mechanical Standard DPD design requirements for propulsors (Reference 2.12).

3.1.2 The contractor shall adapt full-scale propulsor designs and configurations of the LSV2 and assure that structural or acoustic performance is not compromised when scaling the design.

3.1.3 The contractor shall establish piece part tolerances that will ensure that the final machined, assembled, and installed hardware will meet the installed tolerances for the final assembly. The final assembly tolerances will be provided in applicable TIs.

3.1.4 The contractor shall perform closed form and Finite Element Analyses to ensure structural and shock load adequacy. The contractor shall develop structural models which can be imported by NSWCCD structural and acoustic analysis codes. The specific file types required are specified in Reference 2.12 and CDRL A007.

3.1.5 The contractor shall produce and deliver detailed manufacturing drawings and procurement specifications.

3.1.6 The contractor shall develop variants of inspection analysis software for specific blade geometries and other key propulsor features.

3.1.7 The contractor shall provide technical support to the hydrodynamic, manufacturing, and program and platforms office codes at NSWCCD involving advanced propulsor manufacturing technology for Navy Submarines. The contractor shall provide technical support and evaluations in the areas of foundry technology and practice, advanced inspection technology, and manufacturability improvements.

3.1.8 The contractor shall provide reports and engineering drawings documenting the results of Sections 3.1.1 through 3.1.7. (CDRLs A002, A007, A008, A009).

3.2 Propulsor Prototype Manufacturing Support: The contractor shall provide services in support of propulsor and propulsor component prototype manufacturing. Services include drawing transfer, manufacturing planning support, component inspection support, and configuration control support. All manufacturing support shall comply with all references in Section 2 unless instructed otherwise by individual TIs. Specific activities include:

3.2.1 The contractor shall verify accurate transfer of the design of record by use of Geometric Modeling tools.

3.2.2 The contractor shall develop standard digital product definition design transfer requirements.

3.2.3 The contractor shall develop machining approaches, design machining fixtures, and establish detailed manufacturing schedules.

3.2.4. The contractor shall develop inspection plans using measurement equipment appropriate for the component and its tolerances.

3.2.5 The contractor shall develop and maintain an on-line configuration control system to manage design changes and waivers and deviations.

3.2.6 The contractor shall obtain and maintain configuration control of certification reports of inspection and configuration data.

3.2.7 The contractor shall provide support during installation and testing of prototype units on LSV 2.

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3.2.8 The contractor shall provide reports, schedules and engineering drawings documenting the results from Section 3.2.1 through 3.2.7. (CDRLs A002, A005, A007, A008, A009).

3.3 Propulsor Manufacturing Engineering: The contractor shall provide technical support during the manufacture and inspection of the full-scale rotor, fixed propulsor, propulsor components, and propeller line shafting. All manufacturing support shall comply with all references in Section 2 unless instructed otherwise by individual TIs. Specific activities include:

3.3.1 The contractor shall conduct engineering review of manufacturing plans, procedures, and tooling concepts.

3.3.2 The contractor shall support the use of inspection analysis software at full scale propulsor hardware manufacturing facilities. The contractor shall modify the computer program and design files to accommodate changes to the hydrodynamic design, and changes to required tolerances, analysis requirements, and computer output graphics.

3.3.3 The contractor shall review manufacturing waiver and deviation requests and provide recommendations for disposition. The contractor shall evaluate and analyze hydrodynamic contour deviations and provide part specific analyses to hydrodynamic designers.

3.3.4 The contractor shall review and evaluate design changes in the form of Configuration Control Requests (CCRs) and prepare and submit CCRs for required drawing changes.

3.3.5 The contractor shall evaluate manufacturer's inspection plans and proposed inspection processes for compliance with drawing I-Points and specified tolerances.

3.3.6 The contractor shall analyze dimensional inspection point cloud data from various inspection methods for surface coverage, data density, and adherence to specified tolerances. The contractor shall support development and implementation of various industry standard and advanced inspection systems.

3.3.7 The contractor shall evaluate tooling inspection data to provide a recommendation for certification for hydrodynamic inspection use.

3.3.8 Using analysis software and modeling techniques, the contractor shall perform computer simulations of casting solidification and provide evaluations of casting shrinkage and cooling rates to propulsor foundries along with recommendations for improvements in mold design.

3.3.9 The contractor shall evaluate machining process plans and methodology and provide input in achieving tolerances.

3.3.10 The contractor shall provide technical support during final assembly operations. The contractor shall analyze final assembly inspection data to determine as-built hydrodynamic parameter deviations. The contractor shall support the use of required analysis software to conduct said technical support.

3.3.11 The contractor shall design manufacturing, inspection, and shipping tooling to support propulsor manufacturing.

3.3.12 The contractor shall review detailed manufacturing schedules for realism and consistency with experience, provide tracking schedules, and make recommendations for productivity improvements.

3.3.13 The contractor shall provide management, user support, and maintenance of the Configuration Control Database System.

3.3.14 The contractor shall provide assessments of foundry technology and practice and recommendations for potential implementation at full scale propulsor manufacturing facilities.

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3.3.15 The contractor shall provide reports and engineering drawings documenting the results of Section 3.3.1 through 3.3.14. (CDRLs A002, A007, A008, A009).

3.4 Propulsor Production Metrics: The contractor shall evaluate, analysis, and track propulsor manufacturing and inspection data for the purpose of monitoring production processes, and documenting the as-built condition of propulsor components. Specific activities include:

3.4.1 The contractor shall track hydrodynamic parameter and contour deviations over time on rotor and stator blades.

3.4.2 The contractor shall analyze hydrodynamic and non-hydrodynamic deviations using statistical process control parameters and provide evaluations and recommendations regarding the findings.

3.4.3 The contractor shall determine final as-built hydrodynamic parameters for blade assembly deviations using purpose built software.

3.4.4 The contractor shall compare manufactured deviations of hydrodynamic contours to those of tested LSV rotors.

3.4.5 The contractor shall provide reports and engineering drawings documenting the results of Section 3.4.1 through 3.4.4. (CDRLs A002, A007, A008, A009).

3.5 Propulsor Management and Life Cycle Support: The contractor shall provide project management support and life cycle support for advanced propulsors and propulsor components.

3.5.1 The contractor shall provide maintenance and user support of the propulsor program SharePoint sites.

3.5.2 The contractor shall support the conduct of readiness evaluations, including manufacturing readiness reviews.

3.5.3 The contractor shall provide manufacturing and project schedule support.

3.5.4 The contractor shall support manufacturing capacity evaluations.

3.5.5 The contractor shall assist in the development of manufacturing cost estimates.

3.5.6 The contractor shall provide life cycle support of propulsor shipping and handling fixtures.

3.5.7 The contractor shall support the development and conduct of propulsor training programs.

3.5.8 The contractor shall provide repair tooling and gauge design, drawings, and procedure development.

3.5.9 The contractor shall develop procedures, software, and forms for field and repair inspections in accordance with the drawings it developed.

3.5.10 The contractor shall provide reports and engineering drawings documenting the results of Section 3.5.1. through 3.5.9. (CDRLs A002, A007, A008, A009)

3.6 Project Management: The contractor shall provide project management support for all tasking under this TO.

3.6.1 The contractor shall establish and maintain a Project Manager (PM) for this TO and its associated TIs. A clear line of project authority shall exist among all organizational elements supporting this requirement. The contractor shall develop and implement a management program to efficiently and effectively execute the requirements of this contract.

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3.6.2 The contractor shall identify the PM who is responsible for accomplishment of all tasks required by this task order and who is authorized to commit the company. The PM shall organize, plan, schedule, implement, control, analyze, and provide reports as required in each TI. The PM shall have resources and authority to ensure efficient and timely program execution and shall be the contractor's focal point for all required program tasks. The contractor's PM shall be prepared during normal business hours to present and discuss the status of contract activities, requirements, and issues.

3.6.3 The contractor's PM shall be the primary point of contact for all work performed under the TO. The PM shall keep the Procuring Contracting Officer's Representative (COR) informed of any performance issues, cost or financial concerns, and potential problems that, if unresolved, will adversely affect the contractor's performance, schedule or costs, and take all appropriate measures to mitigate adverse impact to the TO.

3.6.4 The contractor shall ensure that assignments are completed in a manner that is thorough and within schedule and document all accomplishments that are directly relevant to the individual TI's schedule(s).

3.6.5 Monthly Status Report: The contractor shall report on cost, schedule, and technical progress in meeting reviews/status reports. Monthly Status Reports shall address schedule, performance and status of deliverables. The reports shall address problems/risks associated with the TO and with performing individual TIs. The report shall describe the work accomplished during the reporting period, and discuss problems encountered and corrective action taken, pending issues, and work planned for the next period. In particular, the report shall address the extent to which any problems or circumstances will cause conflicts with program schedules. (CDRL A001)

3.6.6 Document Library: The contractor shall maintain a Document Library (DL) that contains all documents/data generated by the contractor or provided to the contractor by the Government during the performance of this TO. The DL may be digital, physical hard copy, or a combination of both media. The contractor shall provide authorized Government personnel access to the DL (at a minimum authorized personnel include Contracting Officer, COR).

3.6.7 List of Deliverables Report: The List of Deliverables Report shall include all documents included in the DL and hardware delivered. This report shall be submitted as an attachment to the Monthly Status Report. (CDRL A003)

3.6.8 Participate in Post-Award Project Management Reviews (PMRs) with meetings at NSWCCD in West Bethesda, MD 20817.

3.6.8.1 Base Year Post-Award meeting. The contractor shall conduct an initial contract-level informational brief. The agenda should include a Contract Overview, an introduction to key personnel and workflows, lines of communication, and priorities of Work.

3.6.8.2 Mid-Year meeting (In-Progress Review (IPR) #1). The contractor shall conduct a contract-level informational brief outlined at the TO and individual TI level. The agenda shall include updated workflows and a review of CLINs by funding, labor category by man-hours, cost, schedule, and performance, including forecasts.

3.6.8.3 End-Year meeting (IPR #2). The contractor shall hold an end of year meeting that provides updates to items discussed in the previous IPR. If an option year has been exercised, the contractor shall also provide forecasts for anticipated work.

3.6.8.4 The contractor shall provide read-ahead briefing and presentation materials in electronic or hardcopy format no later than seven (7) business days in advance. (CDRL A004)

3.6.8.5 The contractor shall perform post-meeting services including publication and maintenance of official minutes, an itemized list of critical actions by office of primary responsibility and an estimated

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timeline to completion. (CDRL A006)

4. MEETING REQUIREMENTS

4.1 The contractor shall possess a meeting space for classified meetings for at least 12 personnel.

5. PERSONNEL REQUIREMENTS

5.1 The contractor shall be responsible for employing technically qualified personnel to perform the tasks to be ordered hereunder. The contractor shall maintain the personnel, organization and administrative control necessary to ensure that the work delivered meets the TO specification requirements.

6. OTHER DIRECT COSTS (ODCs)

6.1 Travel. Perform official travel and annotate facts and observations. (CDRL A006)

6.1.1 Required travel will be predominately short duration, local, day trips in and around the Washington DC area, but may include occasional trips lasting several days. All travel will be authorized by the COR through the use of a TI.

6.1.2 Requests for travel other than local shall be made to and authorized by the COR in advance, in writing or electronic mail and shall show the reason for the travel, the number of people traveling, the number of days of travel, and any high-cost or unusual costs expected. The contractor is not authorized to perform any travel that is not in conjunction with this TO.

6.2 Materials

6.2.1 The contractor may be required to provide materials and supplies incidental to the Professional Support Services. The material expenses will be authorized by the COR, and only those material expenses having prior COR approval will be reimbursed to the contractor through use of a TI. If the contractor does not have an approved purchasing system, the contractor shall demonstrate to the COR/PCO that competition procedures are used to acquire ODCs. The contractor shall retain supporting documentation of all ODCs procurement until the contract is closed out and final payment is rendered.

7. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

Report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this task order for NSWCCD via a secure data collection site. Contracted services excluded from reporting are based on 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; and
- (6) V, Freight and Shipping ONLY.

Completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may

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

7.1 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT)

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

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

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

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The eCRAFT e-mail address for report submission is: 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 their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

8. SECURITY REQUIREMENTS

8.1 All key personnel shall hold a SECRET clearance to prior to being granted access to classified information up to the level of SECRET, as indicated on Attachment 1, DD Form 254 Contract Security Classification Specification. All non-key personnel shall hold or be capable of obtaining a CONFIDENTIAL clearance prior to being granted access to classified information up to the level of CONFIDENTIAL.

8.2 During performance of the contract the contractor may have access to information classified to the level of SECRET, as indicated on Attachment 1. If the contractor cannot obtain the required clearances after date of contract award, then the contract is subject to termination in accordance with Clause 52.249-6, entitled "Termination (Cost-Reimbursement)" at no cost to the Government.

8.3 Common Access Cards (CAC): CACs will be issued by the Government via the Contractor Verification System (CVS) to all contractor personnel or Contractor personnel requiring access to Government facilities. CAC cards shall be displayed at all times when on Government property. The Contractor shall furnish all requested information required to facilitate issuance of CAC cards and shall conform to all applicable regulations concerning their use and possession. ID media is U.S. Government property and shall be surrendered to the Pass and ID Office upon termination of employment. The Government will not check out contractor personnel unless all media, including CAC cards, are returned upon release from contract.

8.4 Contractor Personnel Identification: In the performance of this contract, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with

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Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and formal and informal written correspondence.

9.0 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

a. All Contractor personnel that require access to Department of Navy (DON) information systems and work on-site must:

(1) In accordance with the SECNAV M-5510.30, Chapters 5 and 6, at a minimum, meet the security requirements for a position sensitivity and IT designation of Non-Critical Sensitive/IT-II position, which requires a favorably adjudicated National Agency Check with Local Agency Check and Credit Checks (NACLIC) investigation by the Department of Defense Consolidated Adjudications Facility (DoD CAF). A contractor employee also meets the requirements if that person does not have a favorably adjudicated NACLIC but does have an initiated NACLIC investigation and a Personnel Security Management Office for Industry (PSMO-I) granted interim clearance reflected in the Joint Personnel Adjudication System (JPAS).

(a) The company Facility Security Officer (FSO) will initiate the Electronic Questionnaires for Investigations Processing (e-QIP); and the PSMO-I will receive the submitted investigation package, review it and the FBI finger print check results for an interim clearance eligibility determination, and initiate the investigation.

(b) If the PSMO-I granted interim clearance is revoked or if the contractor employee receives an unfavorable adjudication by the DoD CAF, access to DON information systems and/or classified national security information will be terminated immediately.

(c) For access to classified networks (e.g., Secret Internet Protocol Router Network (SIPRNet)) that are accredited to process or store classified NATO and/or Atomic Energy Act of 1954, as amended, information, the contractor employee will be required to have a final adjudicated eligibility reflected in the JPAS.

(2) For issuance of the Common Access Card (CAC) in accordance with the Trusted Associate Sponsorship System (TASS), the contractor employee must have a verified need for access to a DOD network and physical access to one or more installations in order to be considered for a CAC. If both requirements are met and to satisfy the eligibility requirements of the DoDM 1000.13, Volume 1, and meet the SECNAV M-5510.30, Chapters 5 and 6, IT Level II security investigation prerequisite, the contractor employee is required to have a favorably adjudicated NACLIC investigation by the DoD CAF. Per the USD(I) memorandum, "Minimum Requirements for Interim Eligibility to Access Secret and Confidential Classified Information," of 27 January 2014, a contractor employee meets the eligibility standard if that person does not have a favorably adjudicated NACLIC but does have an initiated NACLIC investigation and a PSMO-I granted interim clearance reflected in the JPAS.

(a) The Contracting Officer's Representative (COR) is responsible for obtaining and filling out Sections I and II of the electronic Trusted Associate Sponsorship System (TASS) Registration Request (TRR); submitting the form via e-mail to the Division Security Office, which will complete Section III and return it via e-mail to the COR; and complete Section IV. The COR will submit the completed form to the Department Trusted Agent (TA), whom will input the TASS applicant information into the TASS, which once this process is completed, the system will auto generate a user name and password the TA will forward to the TASS applicant for their use in logging into the TASS. The applicant will fill out the on-line application and submit it for review and approval by the Department TA. Once the Department TA approves the on-line application, the contractor will receive a notification they may schedule an appointment at a Real-time Automated Personnel Identification System (RAPIDS) site for CAC issuance.

(b) If the PSMO-I granted interim clearance is revoked or if the contractor employee receives an unfavorable adjudication by the DoD CAF, CAC eligibility will be revoked in the TASS and the CAC

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immediately surrendered to the COR. All confiscated or surrendered CACs will be forwarded to the Division Security Office.

(3) For issuance of the Naval Surface Warfare Center, Carderock Division Badge, where the CARDEROCKDIVINST 5500.4C, "Carderock Division Security Program Manual," requires a badge be issued for each employee, the COR will fill out and submit to the Division Security Office a separate CARDEROCKDIV Form 5512/19, "Request for Extended Entry ID Badge," for each contractor employee.

(a) The COR is responsible for obtaining and filling out the CARDEROCKDIV Form 5512/19 and submitting it to the Division Security Office, which will validate the prerequisite investigation and its status, adjudicated eligibility or PSMO-I issued interim clearance, and access eligibility, if any; and citizenship. Once it is determined the contractor employee meets eligibility requirements, the COR will be notified and the contractor employee will be able to coordinate with the Division Security office for badge creation and issuance.

(b) If the PSMO-I granted interim clearance is revoked or if the contractor employee receives an unfavorable adjudication by the DoD CAF, NSWCCD badge eligibility will be revoked and the badge immediately surrendered to the COR. All confiscated or surrendered badges will be forwarded to the Division Security Office.

b. Contractor personnel that do not meet the logical access to DoD networks and physical access to one or more installations prerequisite will be required to meet the installation access control standards of the CNICINST 5530.14A, "CNIC Ashore Protection Program," Chapter 12.

(1) The COR is responsible for coordinating base access for any contractor employee not authorized issuance of a CAC and whose company will not utilize the Navy Commercial Access Control System (NCACS).

(2) For the contractor employee not authorized issuance of a CAC and whose company will utilize the Navy Commercial Access Control System (NCACS), the COR will coordinate with the Naval Support Facility (NSF) Carderock Visitors Center on where and when the contractor employee may go to and fill out the requisite paperwork. If during the application process it is determined the contractor employee does not meet the minimum NCACS eligibility standard, base access may only be approved by the Commanding Officer, Naval Support Activity Washington (NSAW) or their direct representative.

(3) The COR will only obtain and fill out the CARDEROCKDIV Form 5512/19 for those NCACS eligible contractor employees, unless otherwise authorized by the Site Security Manager. The completed form will be submitted to the Division Security Office for processing. Access to classified national security information will only be authorized for those contractor employees meeting the appropriate investigation standard, have a JPAS verifiable adjudicated eligibility or PSMO-I issued interim clearance, are a U.S. citizen, and who meet the legal basis for need-to-know standard. Once it is determined the contractor employee meets eligibility requirements, the COR will be notified and the contractor employee will be able to coordinate with the Division Security office for badge creation and issuance.

(4) If the PSMO-I granted interim clearance is revoked, the contractor employee receives an unfavorable adjudication by the DoD CAF, or, during the course of the NCACS eligibility investigation, the contractor employee is found not to meet the NCACS adjudicated eligibility standard, NSWCCD badge eligibility will be revoked and the badge immediately surrendered to the COR. All confiscated or surrendered badges will be forwarded to the Division Security Office.

c. Within 30 days after contract award, the Contractor shall submit a list of all Contractor employees, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites to the appointed COR via e-mail. The Contractor shall provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC and/or NCACS, the systems the employee can access (i.e., NMCI,

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RDT&E), and the name of the Contractor's local point of contact, phone number, and e-mail address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor employee changes occur, including substitutions or departures.

HQ C-1-0001 ITEM(S) 7000-7400 - DATA REQUIREMENTS (NAVSEA)(SEP 1992)

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

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

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

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

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

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

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

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

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

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

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database will be free of viruses when delivered.

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

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

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

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

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in offer (to include its revised cost volume dated 01/10/2018) in response to Solicitation No. N0016717R3025.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

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

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the order 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).

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

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

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

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

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

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Procuring 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

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

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

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

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

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

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

HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (JUN 2017)

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

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

(2) Contain the information defined by ISO/IEC/IEEE 15289:2017, section 7.3 (generic content) and the Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process in Table 2 of ISO/IEC/IEEE 15289:2017. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

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

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

(5) Include the content defined by all information items listed in Table 2 of ISO/IEC/IEEE 15289:2017, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE 15289:2017, as appropriate;

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

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

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with 7.3 of ISO/IEC/IEEE 15289:2017, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

Key Personnel:

The following key personnel are approved under this task order:

Name	Labor Category	Firm
James Machin	Program Manager	Propulsor Technology Inc
Michael Koehler	Design Project Engineer	Propulsor Technology Inc
David Allen	Software Project Engineer	Propulsor Technology Inc

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SECTION D PACKAGING AND MARKING

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

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

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

- (1) Name and business address of the Contractor
- (2) Contract number
- (3) Task order number
- (4) Sponsor: (To be specified on each individual Technical Instruction)
(Name of Individual Sponsor)
(To be specified on each individual Technical Instruction)
(Name of Requiring Activity)
(To be specified on each individual Technical Instruction)
(City and State)

COR: Bruce Baumgarten
Naval Surface Warfare Center (NSWC) Carderock
9500 MacArthur Blvd.
West Bethesda, MD 20817-5700

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED IN FULL TEXT

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

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

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

Item(s) 7001/9001 and if exercised Item(s) 7100/9100, 7200/9200, 7300/9300, and 7400/9400 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	1/12/2018 - 1/11/2019
7001AA	1/12/2018 - 1/11/2019
7001AB	1/12/2018 - 1/11/2019
7001AC	1/12/2018 - 9/30/2018
9000	1/12/2018 - 1/11/2019
9001AA	1/12/2018 - 1/11/2019
9001AB	1/12/2018 - 1/11/2019

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

7100	1/12/2019 – 1/11/2020
7200	1/12/2020 – 1/11/2021
7300	1/12/2021 – 1/11/2022
7400	1/12/2022 – 1/11/2023
9100	1/12/2019 – 1/11/2020
9200	1/12/2020 – 1/11/2021
9300	1/12/2021 – 1/11/2022
9400	1/12/2022 – 1/11/2023

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

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423. (Exhibit A). **Note that not all Data deliverables will be specified on CDRL DD Form 1423. Inspection and Acceptance for some data will be specified at the Technical Instruction level.*

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SECTION G CONTRACT ADMINISTRATION DATA

G.1 - PROCURING CONTRACTING OFFICER (PCO)

(a) The PCO for this task order is:

Name: Michael Peduto

Mailing Address: Naval Surface Warfare Center, Carderock Division
9500 MacArthur Blvd, Building 42
West Bethesda, MD 20817-5700

Email: michael.peduto@navy.mil

Telephone Number: 301-227-5756

G.2 - CONTRACT SPECIALIST

(a) The Contract Specialist for this task order is:

Name: Carolyn O. Johnson-Lawrence

Mailing Address: Naval Surface Warfare Center, Carderock
Joint Expeditionary Base Little Creek
2600 Tarawa Ct, Virginia Beach VA 23459

Email: carolyn.johnson@navy.mil

Telephone: 757-462-2818

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

(a) The COR for this contract is:

Name: Bruce Baumgarten

Mailing Address: Naval Surface Warfare Center, Carderock Division

9500 MacArthur Blvd, Building 17, Room 217
West Bethesda, MD 20817-9500

Code: 8072

E-mail address: bruce.baumgarten@navy.mil

Telephone Number: 301-227-3855

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

Task Order Process.

Ombudsman Description.

The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCCD Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NSWCCD Ombudsman must be forwarded to:

Name: Mr. Christopher Jones

Email: christopher.jones7@navy.mil

Telephone: 301-227-0580

G.3 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis. When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Procuring Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

G.4 DFARS PGI PAYMENT INSTRUCTIONS

Contract/Order Payment Clause	Type of Payment Request	Payment Office			Allocation Method
		Supply	Service	Construction	
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.216-7, Allowable Cost and Payment					
52.232-7, Payments under Time-and- Materials and Labor-Hour Contracts					
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable

					line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts; 52.232-3, Payments under Personal Services Contracts; 52.232-4, Payments under Transportation Contracts and Transportation- Related Services Contracts; and 52.232-6, Payments under Communication Service Contracts with Common Carriers	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds.

						In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A		Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the “contract price” shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items;	Commercial Item Financing*	X	X	N/A		Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-30, Installment Payments for Commercial Items						
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A		Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in

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					accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

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 Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

COST VOUCHER

(2) *Inspection/acceptance location.* The Contractor shall select the following

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inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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	HQ0337
Issue By DoDAAC	N00167
Admin DoDAAC	S3911A
Inspect by DoDAAC	N00167
Ship To Code	See Section F
Ship From Code	N/A
Mark For Code	See Section D
Service Approver (DoDAAC)	N00167
DCAA Auditor	HAA628

(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.

bruce.baumgarten@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.

Rodnee Ganio, email: rodnee.ganio1@navy.mil Phone: (301)227-0535

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

(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,

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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)

Accounting Data

SLINID	PR Number	Amount
7001AA	130068616600001	964200.00
LLA :		
AA 1721611 H232 251 SB450 0 050120 2D 000000 A00004315918		
Standard Number: N0002417WX04921		
TI-01		
7001AB	130068733100001	762000.00
LLA :		
AB 1771319 H4RL 251 SB397 0 050120 2D 000000 A00004326446		
TI-02		
7001AC	130068928100001	30000.00
LLA :		
AC 97X4930 NH1C 251 77777 0 050120 2F 000000 A00004340429		
TI-03		
9001AA	130068616600002	35800.00
LLA :		
AA 1721611 H232 251 SB450 0 050120 2D 000000 A00004315918		
TI-01		
9001AB	130068733100002	38000.00
LLA :		
AB 1771319 H4RL 251 SB397 0 050120 2D 000000 A00004326446		
Standard Number: N0002417WX10703		
10 U.S.C. 2410(a) authority is being invoked. TI-02		

BASE Funding 1830000.00
Cumulative Funding 1830000.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SEA 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 152,480 total man-hours (if all option years are exercised) of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately **587** 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 total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

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

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cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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

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

(End of Text)

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract sub-line item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows: **SEE SECTION B FOR ALLOTTED AMOUNTS and SECTION F FOR PERIOD OF PERFORMANCE.**

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs that are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(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.

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

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

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017)

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

252.227-7013 RIGHTS IN TECHNICAL DATA-NON COMMERCIAL ITEMS (FEB 2012)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

252.227-7025 LIMITATIONS ON THE USE OF DISCLOSURE OF GOVERNMENT - FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015)

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

ITEM(S) LATEST OPTION YEAR EXERCISE DATE .

7100 No later than 12 months after the Task Order Award.
7200 No later than 24 months after the Task Order Award.
7300 No later than 36 months after the Task Order Award.
7400 No later than 48 months after the Task Order Award.
9100 No later than 12 months after the Task Order Award.
9200 No later than 24 months after the Task Order Award.
9300 No later than 36 months after the Task Order Award.
9400 No later than 48 months after the Task Order Award.

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

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

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above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.244-2 – 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 contractor a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

See base contract clause 52.244-2 paragraph d.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

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such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cardinal Engineering, LLC

CSRA LLC

Direct Dimensions, Inc.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachment/

Exhibit
Number

Description

- | | |
|---|--|
| A | Contract Data Requirements List - Data Items A001 - A010 and associated DiDs |
| 1 | DD Form 254 |
| 2 | Incurred Cost Report |
| 3 | Burn Rate Analysis Report |