

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
P000043. EFFECTIVE DATE
19-Mar-20204. REQUISITION/PURCHASE REQ. NO.
13008382445. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N66604

7. ADMINISTERED BY (If other than Item 6)

CODE

S2206A

NUWC, NEWPORT DIVISION
1176 Howell Street, Building 1258
Newport RI 02841-1708
Joseph.Scarpa@navy.mil 401-832-1499

DCMA BOSTON
Bldg 1108
Hanscom AFB MA 01731

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Mikel Inc.
2 Corporate Place, Ste 103
Middletown RI 02842-6294

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7834 / N6660419F3009

10B. DATED (SEE ITEM 13)

15-Sep-2019

CAGE CODE
5A6D6

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[]

[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)
UNILATERAL: FAR 52.232-22 'Limitation of Funds'

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

18-Mar-2020

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

Distribution: KR, Code 01, DFAS-HQ0337, [REDACTED]
[REDACTED]

NUWCDIVNPT PID Number: N66604-20-NORFP-NPT-25-0137

NUWCDIVNPT Requisition Number: 1300838244

NUWCDIVNPT POC: [REDACTED]

This modification incorporates the following Technical Instruction, by reference:
TI-05

The purpose of this modification is to:

1. Provide additional funding.

SECTION B

1. Establish new Priced SLIN as follows: 7101AE.
2. Shift ceiling and hours from holding CLIN 7100 to newly established Priced SLIN 7101AE.

SECTION F

1. The Period of Performance for Priced SLIN 7101AE is added by this modification

SECTION G

1. Accounting and Appropriation Data LLA AD/7101AE is added by this modification.

As a result of this modification, the total funding obligated on the Task Order is increased from [REDACTED]
[REDACTED]

All other Task Order terms and conditions remain unchanged.

The conformed Task Order is contained in EDA and the SeaPort Portal.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

7000 CPFF engineering and technical services to maintain and update Tactical Support Project websites, associated hardware and software, and development and production submarine combat systems in support of NUWCDIVNPT Code 2543.

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	D307	Base Labor; O&MN, OPN, RDT&E, and WCF Funds. (Fund Type - TBD)					
7101		Informational CLIN is in support of CLIN 7100					
7101AA	D307	FY of Funds: 2019; Type of Funds: RDT&E; Customer Code:2543 Sponsor:NELO, TI#: TI-01 (RDT&E)					
7101AB	D307	FY of Funding: 2019; Type of Money: OMN; Customer Code: 2543; Sponsor: UWDC; TI#:TI-02 (10 U.S.C. 2410(a) authority is hereby invoked) (O&MN,N)					
7101AC	D307	FY of Funds: 2020; Type of Funds: O&MN,N; Customer Code: 2543 Sponsor: USFFC, TI#: TI-03 (O&MN,N)					
7101AD	D307	FY of Funds: 2020; Type of Funds: O&MN,N; Customer Code: 2543 Sponsor: UWDC, TI#: TI-04 (O&MN,N)					
7101AE	D307	FY of Funds: 2020; Type of Funds: O&MN,N; Customer Code: 2543 Sponsor: UWDC, TI#: TI-05 (O&MN,N)					
7200	D307	Option 1 Labor; O&MN, OPN, RDT&E, and WCF Funds. (Fund Type - TBD) Option					
7300	D307	Option 2 Labor; O&MN, OPN, RDT&E, and WCF Funds. (Fund Type - TBD) Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	D307	Option 3 Labor; O&MN, OPN, RDT&E, and WCF Funds. (Fund Type - TBD) Option	█	█	█	█	█
7500	D307	Option 4 Labor; O&MN, OPN, RDT&E, and WCF Funds. (Fund Type - TBD) Option	█	█	█	█	█

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		CDRLs in support of 7000 Series CLINs NOT SEPARATELY PRICED	█	█			█

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8888		Delivery of Contractor Acquired Property to Government Site. The contractor shall submit a Receiving Report (Stand-Alone) for each delivery per Clause 252.232-7006. Not Separately Priced.	█	█		█

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		Cost Only Prime and Subcontractor Travel, Materials, and Shipping (with burdens, no fee)			█
9100	D307	Base ODCs in support of CLIN 7100; O&MN, OPN, RDT&E, and WCF Funds. (Fund Type - TBD)	█	█	█
9101		Informational CLIN is in support of CLIN 9100			█
9101AA	D307	█ FY of Funds: 2019; Type of Funds: RDT&E; Customer Code:2543 Sponsor:NELO, TI#: TI-01 (RDT&E)	█	█	█
9200	D307	Option 1 ODCs in support of CLIN 7200; O&MN, OPN, RDT&E, and WCF Funds. (Fund Type - TBD) Option	█	█	█
9300	D307	Option 2 ODCs in support of CLIN 7300; O&MN, OPN, RDT&E, and WCF Funds. (Fund Type - TBD) Option	█	█	█
9400	D307	Option 3 ODCs in support of CLIN 7400; O&MN, OPN, RDT&E, and WCF Funds. (Fund Type - TBD) Option	█	█	█

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9500	D307	Option 4 ODCs in support of CLIN 7500; O&MN, OPN, RDT&E, and WCF Funds. (Fund Type - TBD) Option	■	■	■

FEE TABLE (JUL 2012)

Labor CLINs/SLINs	Labor Hours	Fee Rate Per Hour*
7100 and 7101** Total Priced SLINs	■	■
7200 and 7201** Total Priced SLINs	■	■
7300 and 7301** Total Priced SLINs	■	■
7400 and 7401** Total Priced SLINs	■	■
7500 and 7501** Total Priced SLINs	■	■

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

The following Clauses are incorporated by Full Text:

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

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

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

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

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

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

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

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

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

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

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

(c) Relocation costs and travel costs incident 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.

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

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

Tactical Support Project (TSP)

1.0 BACKGROUND

Naval Undersea Warfare Center, Division Newport (NUWC DIVNPT), Code 2543, is responsible for the implementation, management, and technical oversight of the Tactical Support Project (TSP). The TSP provides operation, management, engineering, software maintenance, test and evaluation support for fleet tactical assessment efforts, tactical system performance analysis supporting fleet training and exercises, tactical equipment performance evaluation, system metrics maintenance and analysis, operational data collection and all associated analysis efforts. TSP support is provided through software systems, Anti-Submarine Warfare (ASW) Tactical Assessment System (A-TAS) and SONAR Positional Reporting System (SPORTS). The systems utilize a relational database, websites with interfaces to the data, and associated software to allow its analyst user base to execute their mission. A-TAS data collection is supported through the configuration and installation of the Marine Inertial Navigation System (MINS).

2.0 SCOPE

The contractor shall provide engineering and technical services to maintain, update and support A-TAS and SPORTS websites, and associated hardware and software. Engineering and technical services shall include: website maintenance; database maintenance; system certification and testing; verification and validation (V&V). The contractor shall perform exercise data collection system installation through the maintenance, training, and support of MINS. Installation of MINS requires travel to naval stations where MINS equipped submarines are docked. The contractor shall provide configuration management, software deficiency correction, documentation and systems administration for TSP.

2.1 PLACES OF PERFORMANCE

- NUWC DIVNPT, Newport, RI.
- Naval Stations as designated in TIs.

2.2 AUTHORIZED USERS

- NUWC DIVNPT Code 25.

2.3 SPONSORS

- A-TAS is sponsored by
 - Undersea Warfighting Development Command (UWDC); and,
 - Advanced Undersea Technology Office (AUTO).
- SPORTS is sponsored by the United States Fleet Forces Command (USFFC).

2.4 FUNDING

The following fund types are approved for use on this task order:

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- Operations and Maintenance, Navy (O&MN)
- Other Procurement, Navy (OPN)
- Research, Development, Test & Evaluation, Navy (RDT&EN)
- Navy Working Capital Funds (NWCF).

3.0 APPLICABLE DOCUMENTS (AD)

The Contractor shall perform the tasking identified in Section 4.0 in accordance with the below AD.

#	Document Title	Date	Task
3.1	System Engineering Management Plan (SEMP) Rev4	5/12/2018	4.1,4.2,4.3
3.2	System Integration Plan (SIP) Rev 3	3/03/2018	4.1,4.2,4.3
3.3	Software Development Plan (SDP) Rev 3	1/05/2017	4.1,4.2,4.3
3.4	DoDI 8500.01 Cybersecurity	3/14/2014	4.1,4.2,4.3
3.5	Application Security and Development STIG – Ver 4, Rel 7	7/20/2018	4.1,4.2,4.3
3.6	Microsoft SQL Server 2012 Database STIG – Ver1, Rel6	3/01/2018	4.1,4.2
3.7	Microsoft SQL Server 2016 Database STIG – Ver1, Rel 2	3/09/2018	4.1,4.2

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3.8	Database SRG – Ver2, Rel 8	1/26/2018	4.1,4.2
3.9	CJCSI 6510.01F, Information Assurance (IA) and Computer Network Defense (CND)	6/09/2015	4.1,4.2,4.3

4.0 REQUIREMENTS

The contractor shall develop and maintain software on NUWCDIVNPT development servers and workstations. Technical Instructions (TI) will be issued to specify required work. TIs will identify the specific requirement within the scope of this SOW (including the specific system or platform), work to be performed, AD's, Government Furnished Information (GFI), estimated travel requirements, estimated dollar amount and hours, and delivery requirements. No cost shall be incurred without an approved TI.

4.1 CYBER SECURITY (CS) AND INFORMATION ASSURANCE (IA)

The contractor shall administer system security operations for TSP equipment, software and websites. The contractor shall:

- Maintain computer security, operation and administration to support Authority to Operate (ATO) for TSP.
- Maintain compliance with the latest Application Security Technical Implementation Guide (STIG) updates.
- Monitor the commercial marketplace to evaluate best security practices for TSP databases and provide recommendations to the Government (A001: DI-MISC-80508B).
- Upon receipt of Government approved recommendations, implement best security practices for all TSP databases.

4.2 DATABASE ADMINISTRATION AND MAINTENANCE

The contractor shall create, maintain and update TSP databases and provide database support for fleet data collection and exercises. The contractor shall:

- Create and maintain databases required for development, testing, and operational usage.
- Provide a recommended plan for backup and recovery of databases for Government approval (A002: DI-MISC-80508B).
- Upon receipt of Government approved backup and recovery plan, implement the approved plan.
- Upon completion, provide a report detailing all maintenance performed and issues corrected (A002: DI-MISC-80508B).
- Provide database interface recommendations to the application development team (A002: DI-MISC-80508B).

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4.3 SOFTWARE MAINTENANCE

The contractor shall maintain and update the TSP website. The contractor shall perform software updates for changes and modifications to all TSP software. The contractor shall:

- Maintain and update TSP website, web services, and client software in resolution of (Problem Trouble Report) PTRs.

4.4 MARINE INERTIAL NAVIGATION SYSTEM (MINS) INSTALLATION AND TRAINING

The contractor shall maintain and update MINS TSP data collection hardware and software. The contractor shall:

- Maintain data collection equipment to support emergent exercise requirements for fleet data collection.
- Travel and install MINS on designated submarines (A003: DI-MISC-81943).
- Upon completion of exercise, remove MINS from designated submarine(s).
- Provide UWDC staff training and user documentation for the operation of MINS equipment (A004: DID# DI-MISC-80508B).

4.5 DATA ANALYSIS

The contractor shall perform analysis and assessment of ATAS to determine the accuracy of the track reconstruction. The contractor shall provide recommendations for the update or improvement of ATAS software and tools.

The contractor shall utilize SPORTS to retrieve data to analyze, create and deliver reports (A005: DI-MISC-80508B) detailing:

- active sonar impact on marine mammals including frequency of stranding events;
- review fleet submitted SPORTS reports for accuracy
- identify and report SPORTS reports discrepancies.
- assessment of aircraft, submarine, and shipboard sensors, and tactical control systems.

5.0 PROGRESS REPORT (PERFORMANCE REPORTING)

For all assigned tasks, the contractor shall prepare a Contractor's Status Reports that indicates the progress of work, status of the programs; and existing or potential problem areas. The Contractor shall submit the Contract Status Report (A006: DI-MGMT-81991) for the same timeframe as the invoices submitted into Wide Area Work Flow (WAWF).

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Government Furnished Information		SOW Task
6.1	TSP Software Configuration Management Plan (SCM)	4.1,4.2,4.3
6.2	TSP Network Contingency Plan	4.1
6.3	TSP Project Backup Plans	4.1,4.2,4.3
6.4	TSP program code base	4.3
6.5	ASW Community of Interest Data Model (ACDM)	4.3
6.6	MINS "quick guide"	4.4

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6.7	System Engineering Management Plan (SEMP)	4.1,4.2,4.3
6.8	System Integration Plan (SIP)	4.1,4.2,4.3
6.9	Software Development Plan (SDP)	4.1,4.2,4.3
6.10	System Requirements Review (SRR) documentation	4.1,4.2,4.3
6.11	Problem Tracking and Resolution Reports	4.1,4.2,4.3
6.12	A-TAS Website and Web Services	4.1,4.2,4.3
6.13	A-TAS Replay	4.3
6.14	SPORTS Website and Web Services	4.1,4.2,4.3
6.15	TSP Development Servers	4.1,4.2,4.3
6.16	TSP Operational Servers	4.1,4.2,4.3
6.17	Problem Trouble Report (PTR)	4.1,4.2,4.3

7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables.

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in specific standards identified in task paragraphs. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) LANGUAGE (OCT 2017)

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

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

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

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://www.ecmra.mil/>.

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HQ C-1-0001 ITEMS: CLINs 7999 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit 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 venture, 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-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2015)

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

(b) General Requirement -

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

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

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submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-SESS-80639D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

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

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Variance. DI-SESS-80640D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

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

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

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

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

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

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

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

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-SESS-80639D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for (1) The specifications set forth in Section C, and (2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

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

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

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

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

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

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

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

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

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impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

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

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

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

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

(e) The contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition 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

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shall include a description of the actual or potential organizational conflict of interest, a description of the action which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

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

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

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

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

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

(a) Definitions.

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

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

(b) Requirements.

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

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

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

HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (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;
- (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.

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(NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) 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 Fund 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/>

(2) Submission and Acceptance/Rejection: 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 WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

UW C-2-0004 EXCEPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (MAR 2017)

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

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

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SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

HQ D-1-0001 PACKAGING OF DATA

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 2 dated 18 May 2016

HQ D-1-0002 PACKAGING OF SUPPLIES

Item(s) 9000 Series CLINs. The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (APR 2015)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

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

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- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

UW D-2-0001 MARK FOR INFORMATION (AUG 2017)

(a) The Contract shall include the following "Mark For" information clearly marked on all packages (or items themselves if they are not packaged) delivered under this contract/order:

Receiving Officer, Naval Station Newport

47 Chandler Street

Newport, RI 02841-1716

NUWC Division, Newport Code 25 and POC: XXXXXXXXXX

Contract #/Order #: N0017814D7834/N6660419F3009

(b) The contractor shall also include in each package delivered (or affixed to the item itself if it is not packaged) a packing slip which lists the items included by Contract Line Item Number (e.g., 7001, 7002).

UW D-2-0002 PROHIBITED PACKING MATERIALS (MAR 2017)

The use of asbestos, excelsior, newspaper, or shredded paper (all types including waxed paper, computer paper, and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

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

The following Clauses are incorporated by Full Text:

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

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

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

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

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

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

7100	9/15/2019 - 9/14/2020
7101AA	9/15/2019 - 12/30/2019
7101AB	9/15/2019 - 9/14/2020
7101AC	11/6/2019 - 9/14/2020
7101AD	11/12/2019 - 9/14/2020
7101AE	3/19/2020 - 9/14/2020
9100	9/15/2019 - 9/14/2020
9101AA	9/15/2019 - 12/30/2019

The following Clauses are incorporated by Full Text:

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

CLIN	Base or Option #	Period of Performance
7100/9100	Base	09/15/2019 - 09/14/2020
7200/9200	Option 1*	09/15/2020 - 09/14/2021
7300/9300	Option 2*	09/15/2021 - 09/14/2022
7400/9400	Option 3*	09/15/2022 - 09/14/2023
7500/9500	Option 4*	09/15/2023 - 09/14/2024

* If option is exercised

PERIOD OF PERFORMANCE NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the Contracting Officer will bilaterally modify the schedule. The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise of the option for a period not to exceed twelve (12) months.

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

G-232-H002 PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)

(a) The following table of payment office allocation methods applies to the extent indicated.

For Government Use Only					
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items 52.216-7, Allowable Cost and Payment 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	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.
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
					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	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

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Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
52.232-6, Payments under Communication Service Contracts with Common Carriers					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

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Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
					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; 52.232-30, Installment Payments for 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).
52.232-32, 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

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Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method
					be charged for each payment approval in 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.
*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).					

(b) This procurement contains the following contract type(s):

Item	Type*
7100-7500	CPFF
9100-9500	CR
7999, 8888	NSP

*CPFF - Cost Plus Fixed Fee

CR – Cost-Reimbursement

NSP - Not Separately Priced

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,

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activity, or organization.

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

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

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

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

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

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

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

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

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

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

COST VOUCHER (FOR 7000/9000 SERIES CLINS)

RECEIVING REPORT (STAND-ALONE) (FOR CLIN 8888)

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

NOT APPLICABLE FOR COST VOUCHER

DESTINATION/DESTINATION FOR RECEIVING REPORT (STAND-ALONE)

(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	7000 & 9000 Series CLINS Data to be entered in WAWF	Data to be entered in WAWF for 8888 CLIN
Pay Official DoDAAC	██████████	██████████

Issue By DoDAAC	[REDACTED]	[REDACTED]
Admin DoDAAC	[REDACTED]	[REDACTED]
Inspect By DoDAAC	[REDACTED]	[REDACTED]
Ship To Code	[REDACTED]	[REDACTED]
Ship From Code	[REDACTED]	[REDACTED]
Mark For Code	[REDACTED]	[REDACTED]
Service Approver (DoDAAC)	[REDACTED]	[REDACTED]
Service Acceptor (DoDAAC)	[REDACTED]	[REDACTED]
Accept at Other DoDAAC	[REDACTED]	[REDACTED]
LPO DoDAAC	[REDACTED]	[REDACTED]
DCAA Auditor DoDAAC	[REDACTED]	[REDACTED]
Other DoDAAC(s)	[REDACTED]	[REDACTED]

(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.

[REDACTED]

(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.

NAVSEA WAWF Helpdesk:

[REDACTED] or [REDACTED]

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

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

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

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

UW G-2-0002 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (MAR 2017) (Alt 1)

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

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

(c) The Contracting Officer is:

Name: [REDACTED]

Telephone: Commercial [REDACTED]

Fax Commercial: [REDACTED]

Email: [REDACTED]

(d) The Negotiator is:

Name: [REDACTED]

Telephone: Commercial [REDACTED]

Fax Commercial: [REDACTED]

Email: [REDACTED]

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

Name: [REDACTED]

Telephone: Commercial [REDACTED]

Fax Commercial: [REDACTED]

Email: [REDACTED]

(f) The Contracting Officer's Representative (COR) is:

Name: [REDACTED]

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Code: [REDACTED]

Mailing Address: [REDACTED]

[REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

(g) The Contractor's Representative is:

Name: [REDACTED]

Title: [REDACTED]

Mailing Address: [REDACTED]

E-mail Address [REDACTED]

Telephone: [REDACTED]

Fax: [REDACTED]

(h) The Contractor's Senior Technical Representative is:

Name: [REDACTED]

Title: [REDACTED]

Mailing Address: [REDACTED]

E-Mail Address: [REDACTED]

Telephone: [REDACTED]

Fax: [REDACTED]

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

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:

(3) Conduct post-award orientation conferences.

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

(44) Perform engineering analyses of contractor cost proposals.

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

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

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

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

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

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

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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

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

- (a) The contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that [REDACTED] man-hours are uncompensated effort.

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

- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended evenly over the period of performance. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

- (e) If, during the term hereof, the contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or

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directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

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

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

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

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

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
Fax: (951) 898-3250
Internet: <http://www.gidep.org>

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

***See Attachment 5: List of Key Personnel**

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

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

(d) Nothing in the foregoing paragraph shall be construed to excuse the contractor from performing that

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portion of the contractual work statement which is not affected by the disputed technical instruction.

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

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

UW H-2-0002 PROHIBITION ON TELECOMMUNICATIONS (MAR 2017)

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

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

(a) Control of Contractor Personnel

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

(b) Contract Personnel Administration

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

(c) Early Dismissal and Closure of Government Facilities

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

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the facility is closed or operating on a delayed arrival basis.

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

(e) Training Requirements

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

(A) Complete all required trainings as indicated on the following website:

<https://newportalv3.nwpt.nuwc.navy.mil/10/101/Training/SitePages/TrainingWelcome.aspx>

(B) Read the documents titled "Occupational Safety and Health Information for Contractors" and "NUWC Division Newport Environmental Policy", available at the following website, prior to performing any work:

<http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

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

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

(f) Safety Requirements

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

(A) Permit required Confined Space Program

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

(C) Respiratory Protection

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

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

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

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SECTION I CONTRACT CLAUSES

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

a. FAR:

- 52.202-1 Definitions (NOV 2013)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (MAY 2014)
- 52.203-8 Cancellation, Rescission, and Recovery of funds for Illegal or Improper Activity (MAY 2014)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees Whistleblower Rights (APR 2014)
- 52.204-2 Security Requirements (AUG 1996)
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)
- 52.204-13 System for Award Management Maintenance (OCT 2016)
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)
- 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.215-2 Audit and Records - Negotiation (OCT 2010)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009)
- 52.216-7 Allowable Cost and Payment (AUG 2018)
- 52.216-8 Fixed Fee (JUN 2011)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

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- 52.219-8 Utilization of Small Business Concerns (NOV 2016)**
- 52.219-14 Limitations on Subcontracting (JAN 2017)**
- 52.219-28 Post-Award Small Business Program Representation (JUL 2013)**
- 52.222-3 Convict Labor (JUN 2003)**
- 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)**
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies (OCT 2016)**
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)**
- 52.222-26 Equal Opportunity (SEP 2016)**
- 52.222-35 Equal Opportunity for Veterans (OCT 2015)**
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)**
- 52.222-37 Employment Reports on Veterans (FEB 2016)**
- 52.222-38 Compliance With Veterans' Employment Reporting Requirements (FEB 2016)**
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)**
- 52.222-41 Service Contract Labor Standards (AUG 2018)**
- 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)**
- 52.222-50 Combatting Trafficking in Persons (MAR 2015)**
- 52.222-54 Employment Eligibility Verification (OCT 2015)**
- 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)**
- 52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)**
- 52.223-6 Drug-Free Workplace (MAY 2001)**
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)**
- 52.224-1 Privacy Act Notification (APR 1984)**
- 52.224-2 Privacy Act (APR 1984)**
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)**
- 52.227-1 Authorization and Consent (DEC 2007)**
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)**
- 52.227-3 Patent Indemnity (APR 1984)**

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- 52.227-11 Patent Rights -- Ownership by the Contractor (MAY 2014)**
- 52.229-3 Federal, State, and Local Taxes (Feb 2013)**
- 52.232-18 Availability of Funds (APR 1984)**
- 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)**
- 52.232-20 Limitation of Cost (APR 1984)**
- 52.232-22 Limitation of Funds (APR 1984)**
- 52.232-23 Assignment of Claims (MAY 2014)**
- 52.232-25 Prompt Payment (JAN 2017)**
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)**
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)**
- 52.233-1 Disputes (MAY 2014)**
- 52.233-3 Protest After Award (AUG 1996)**
- 52.233-3 Alternate I Protest After Award (JUN 1985)**
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)**
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)**
- 52.237-3 Continuity of Services (JAN 1991)**
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)**
- 52.243-2 Alternate I Changes -- Cost Reimbursement (APR 1984)**
- 52.244-6 Subcontracts for Commercial Items (JAN 2017)**
- 52.245-1 Government Property (JAN 2017)**
- 52.245-9 Use and Charges (APR 2012)**
- 52.246-25 Limitation of Liability-Services (FEB 1997)**
- 52.249-6 Termination (Cost Reimbursement) (MAY 2004)**
- 52.251-1 Government Supply Sources (APR 2012)**

b. DFARS:

- 252.201-7000 Contracting Officer's Representative (DEC 1991)**
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)**
- 252.203-7001 Prohibition on Person Convicted of Fraud or Other Defense-Related Felonies (DEC 2008)**

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- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)**
- 252.203-7003 Agency Office of the Inspector General (DEC 2012)**
- 252.203-7004 Display of Hotline Posters (OCT 2016)**
- 252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)**
- 252.204-7000 Disclosure of Information (OCT 2016)**
- 252.204-7003 Control of Government Personnel Work Product (APR 1992)**
- 252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)**
- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)**
- 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)**
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)**
- 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)**
- 252.211-7007 Reporting of Government-Furnished Property (AUG 2012)**
- 252.215-7013 Supplies and Services Provided by Nontraditional Defense Contractors (JAN 2018)**
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)**
- 252.225-7048 Export Controlled Items (JUN 2013)**
- 252.227-7013 Rights in Technical Data -- Noncommercial Items (FEB 2014)**
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)**
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)**
- 252.227-7019 Validation of Asserted Restrictions -- Computer Software (SEP 2016)**
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)**
- 252.227-7030 Technical Data -- Withholding of Payment (MAR 2000)**
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 2016)**
- 252.227-7039 Patents -- Reporting of Subject Inventions (APR 1990)**
- 252.231-7000 Supplemental Cost Principles (DEC 1991)**
- 252.232-7003 Electronic submission of Payment Requests and Receiving Reports (JUN 2012)**

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- 252.232-7010 Levies on Contract Payments (DEC 2006)**
- 252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)**
- 252.235-7011 Final Scientific or Technical Report (JAN 2015)**
- 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)**
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)**
- 252.245-7002 Reporting Loss of Government Property (APR 2012)**
- 252.245-7003 Contractor Property Management System Administration (APR 2012)**
- 252.245-7004 Reporting, Reutilization, and Disposal (SEP 2016)**
- 252.247-7023 Transportation of Supplies by Sea (APR 2014)**

The following Clauses are incorporated by Full Text:

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

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

Option No.	CLIN	Exercise Date - No Later Than
1	7200/9200	09/15/2020
2	7300/9300	09/15/2021
3	7400/9400	09/15/2022
4	7500/9500	09/15/2023

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

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

52.222-2 Payment for Overtime Premiums (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 or the overtime premium is paid for work --

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(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise;

or

(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

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

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

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

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and

OFFICE OF PERSONNEL MANAGEMENT:

<http://www.opm.gov/OCA/10tables/index.asp>

52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds --

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

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

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

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

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

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

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(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

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(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: [REDACTED]

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SECTION J LIST OF ATTACHMENTS

Exhibit A: DD Form 1423 - Contract Data Requirements List (with Addendum)

Attachment #1: DD Form 254, Contract Security Classification Specification, dated

Attachment #2: Incidental Government Furnished Property Form

Attachment #3: Performance Requirements Summary Table (PRST)

Attachment #4: Wage Determination, RI - No. 2015-4089, Rev. 11, dated 7-16-2019

Attachment #5: List of Approved Key Personnel