

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.
19

3. EFFECTIVE DATE
07-Nov-2016

4. REQUISITION/PURCHASE REQ. NO.
1300602907

5. 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

DCMA BOSTON
495 SUMMER STREET
BOSTON MA 02210-2138

SCD: C

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

Mikel Inc.
275 Martine Street, Suite 108
Fall River MA 02723-1500

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7834-N402

10B. DATED (SEE ITEM 13)

10-Mar-2016

CAGE CODE 1P0F9

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: BILATERAL: FAR 52.232-22 'Limitation of Funds' and FAR 52.204-2 'Security Requirements'
- D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

07-Nov-2016

BY (Signature of Contracting Officer)

07-Nov-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

Distribution: KR, 0121, DFAS-HQ0337, 15A [REDACTED] 1513 [REDACTED]

FSC: R425

NUWCDIVNPT Control #: 170396

NUWCDIVNPT Requisition #: 1300602907

NUWCDIVNPT POC: [REDACTED] (See cover page for e-mail address and telephone number.)

This modification incorporates the following Technical Instruction by reference: TI-040 and TI-019

The purpose of this modification is to:

1. Provide additional funding.
2. Incorporated DD form 254, Contract Security Classification Specification, Revision No. 1, dated 20160516
3. Extend the Period of Performance end dates of Priced SLINs 7101AR and 9101AP.

Section B:

1. Established new Priced SLINs as follows: 7101BU and 9101BM.
2. Shift ceiling and hours from CLIN 7100 to newly established Priced SLIN 7101BU.
3. Shift ceiling from CLIN 9100 to newly established Priced SLIN 9101BM.

Section F:

1. The Period of Performance for Priced SLINs 7101BU and 9101BM are added by this modification.
2. The Period of Performance end dates for Priced SLINs 7101AR and 9101AP are changed from 12/31/16 to 3/9/17.

Section G:

1. Accounting and Appropriation Data LLAs: BT/7101BU and BT/9101BM are added by this modification.

Section J:

1. DD254- Contract Security Classification is deleted in its entirety and replaced with DD Form 254, Contract Security Classification, Revision 1, dated 20160516.

All other Task Order terms and conditions remain unchanged.

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

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101AH	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
7101AJ	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
7101AK	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
7101AL	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
7101AM	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
7101AN	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
7101AP	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
7101AQ	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
7101AR	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
7101AS	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
7101AT	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		[REDACTED]					
7101AU	R425	[REDACTED]					
7101AV	R425	[REDACTED]					
7101AW	R425	[REDACTED]					
7101AX	R425	[REDACTED]					
7101AY	R425	[REDACTED]					
7101AZ	R425	[REDACTED]					
7101BA	R425	[REDACTED]					
7101BB	R425	[REDACTED]					
7101BC	R425	[REDACTED]					
7101BD	R425	[REDACTED]					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		[REDACTED]					
7101BR	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
7101BS	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
7101BT	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
7101BU	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
7200	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
7300	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
7400	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					
7500	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
		[REDACTED]					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		[REDACTED]			[REDACTED]
		[REDACTED]			
9100	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101		[REDACTED]			[REDACTED]
9101AA	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9101AB	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AC	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AD	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AE	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AF	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AG	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AH	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AJ	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AK	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AL	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AM	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AN	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AP	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AQ	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AR	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AS	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AT	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9101AU	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AV	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AW	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AX	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AY	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AZ	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101BA	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101BB	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101BC	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101BD	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101BE	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101BF	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101BG	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101BH	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101BJ	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101BK	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101BL	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101BM	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9200	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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the funds obligated under this contract.

HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)

(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 accepted by the cognizant DCAA.

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

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(1) travel at U.S. Military Installations where Government transportation is available,

(2) travel performed for personal convenience/errands, including commuting to and from work, and

(3) 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.

B13 SUPPLIES/SERVICES AND PRICES - CPFF TERM (JAN 1999)

This is a Cost Plus Fixed Fee (Term) contract. The Contractor shall perform the work specified below and in Section C. For work performed hereunder, the Contractor shall be reimbursed in accordance with the provisions of the clauses herein entitled, Allowable Cost and Payment (FAR 52.216-7) and Fixed Fee (FAR 52.216-8).

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

SONAR SYSTEMS ENGINEERING, TEST & EVALUATION AND LIFE CYCLE SERVICES

1.0 BACKGROUND

The Sensors and SONAR Systems Department, Code 15, of the Naval Undersea Warfare Center (NUWC) Division Newport is responsible for a full spectrum of engineering and research efforts pertaining to Sensors, SONAR, Undersea Warfare and Autonomous Vehicles. Code 15 is involved in every aspect and every phase of the engineering life cycle as it applies to sensors and SONAR systems. Platforms include submarines, surface ships, aviation, surveillance, autonomous vehicles, distributed networks and irregular warfare.

The products and capabilities Code 15 is involved in include:

- Active and Passive Acoustic Systems
- Environmental Acoustic Technology and Systems
- Hull-Mounted, Fixed and Towed SONAR Systems
- Off-Board Sensors and SONAR Systems, Including Distributed Systems
- Human Systems Integration
- SONAR Trainer Systems, Training, Readiness and Operator Proficiency
- Transducers and Sonobuoys Materials, Measurements and Standards
- Underwater Acoustic Communications Systems
- Underwater Non-Acoustic and Environmental Sensors
- Autonomous Vehicle Sensors and SONAR Systems

2.0 SCOPE

The contractor shall provide services for the following tasks in the technical disciplines of Electrical Engineering, Mechanical Engineering, Ocean Engineering, System Engineering, Computer Science, Computer Engineering, Physics and Logistics.

- Systems Engineering
- Software Engineering
- Hardware Engineering
- System Installation
- Test, Evaluation and Analysis
- Information Assurance
- In-Service Engineering, Maintenance and Logistics
- Fleet Help Desk
- Laboratory Documentation

In order to perform this tasking, the contractor shall travel to various fleet, government and contractor facilities and platforms as defined in the individual Technical Instructions (Tis).

2.1 APPLICABLE SYSTEMS

- 2.1.1 Acoustic and Non-Acoustic Sensors, Arrays and Transducer Processing
- 2.1.2 Airborne Laser Mine Detection System (ALMDS)
- 2.1.3 Airborne Mine Neutralization System (AMNS)
- 2.1.4 AN/AQS-24A mine-hunting SONAR System
- 2.1.5 AN/ASQ-235 Hull SONAR System
- 2.1.6 AN/BQQ-10 SONAR System
- 2.1.7 AN/BQQ-5 SONAR System
- 2.1.8 AN/BQQ-6 SONAR System
- 2.1.9 AN/BSY-1 SONAR System
- 2.1.10 AN/BSY-2 Acoustic Sub-System
- 2.1.11 AN/SQQ-28 SONAR Signal Processing Set

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- 2.1.12 AN/SQQ-89 SONAR System
- 2.1.13 AN/SQQ-90 SONAR System
- 2.1.14 AN/SQR-20 Towed Array SONAR System
- 2.1.15 AN/SQS-53 SONAR System
- 2.1.16 AN/SQS-60 Mid Frequency Hull Mounted SONAR System
- 2.1.17 AN/SQS-61 High Frequency Hull Mounted SONAR System
- 2.1.18 AN/SQS-62 Variable Depth SONAR System
- 2.1.19 AN/UQN-4A Depth Sounder SONAR System
- 2.1.20 AN/WQC-2/2A Underwater Telephone SONAR System
- 2.1.21 Underwater Telephone (UWT)
- 2.1.22 AN/WQC-6 Communication SONAR System
- 2.1.23 AN/UQN-4A SONAR System
- 2.1.24 AN/WQC-2/2A SONAR System
- 2.1.25 AN/BQN-17A Depth Sounder SONAR System
- 2.1.26 Cluster Systems
- 2.1.27 Fiber Optic Sensing Systems (FOSS)
- 2.1.28 Foreign Military Sales (FMS) SONAR and Systems
- 2.1.29 Hydro Acoustic Information Link System (HAIL)
- 2.1.30 Knudsen 320N Echo Sounder System
- 2.1.31 Large Aperture Bow LAB SONAR System
- 2.1.32 Learning Management Systems
- 2.1.33 Light Weight Wide Aperture Array SONAR System (LWWAA)
- 2.1.34 Littoral Combat Ship SONAR System
- 2.1.35 Low Cost Conformal Array SONAR System
- 2.1.36 Maritime Surveillance Systems
- 2.1.37 ONI MASINT Enterprise for Global ACINT (OMEGA) System
- 2.1.38 SEAFOX Air/Surface System
- 2.1.39 SONAR Towed Array Handling Systems
- 2.1.40 SQR-19 Series Towed Array SONAR System
- 2.1.41 SSBN SONAR System
- 2.1.42 Submarine Acoustic Information System (SAIS)
- 2.1.43 Tactical Decision Aids
- 2.1.44 TB-16 Series Towed Array SONAR Systems
- 2.1.45 TB-23 Series Towed Array SONAR Systems
- 2.1.46 TB-29 Series Towed Array SONAR Systems
- 2.1.47 TB-34 Series Towed Array SONAR Systems
- 2.1.48 TB-37 Series Multifunction Towed Array SONAR Systems
- 2.1.49 TL-29 Towed Array SONAR Systems
- 2.1.50 Trident Range Acoustic Communication Systems = TRACS
- 2.1.51 Unmanned or Autonomous Surface Vehicles (USVs)
- 2.1.52 Unmanned or Autonomous Undersea Vehicles (UUVs)
- 2.1.53 Virginia Large Flank Array SONAR System
- 2.1.54 Wide Aperture Array SONAR System (WAA)

2.2 APPLICABLE SPONSORS

- 2.2.1 Arctic Submarine Laboratory (ASL)
- 2.2.2 Army, Research & Development
- 2.2.3 DARPA, Defense Advanced Research Projects Agency
- 2.2.4 FMS, Foreign Military Sales Program Office
- 2.2.5 IWS 5, Undersea Systems
- 2.2.6 IWS 8, Integrated Combat Systems
- 2.2.7 IWS 9, DDG 1000; USCG; PC
- 2.2.8 ONI, Office of Naval Intelligence
- 2.2.9 OSD, Office of Secretary of Defense
- 2.2.10 ONR, Office of Navy Research
- 2.2.11 PMS 339, Surface Training Systems
- 2.2.12 PMS 392, Strategic and Attack Submarines
- 2.2.13 PMS 397, OHIO Replacement Class Submarine

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- 2.2.14 PMS 401, Submarine Acoustic Systems
- 2.2.15 PMS 406, Unmanned Maritime Systems
- 2.2.16 PMS 415, Undersea Defensive Warfare Systems
- 2.2.17 PMS 420, LCS Mission Modules
- 2.2.18 PMS 450, VIRGINIA Class
- 2.2.19 PMS 485, Maritime Surveillance Systems
- 2.2.20 PMS 495, Mine Warfare
- 2.2.21 PMS 500, DDG 1000 Zumwalt Class Destroyer
- 2.2.22 PMS 501, Littoral Combat Ship
- 2.2.23 PMS 505, Fleet Introduction and Sustainment
- 2.2.24 United States Navy (USN) Fleet Forces
- 2.2.25 SEA05E, Naval Systems Engineering
- 2.2.26 SEA07TR, Training Systems Division
- 2.2.27 Strategic Systems Programs (SSP)
- 2.2.28 Submarine Learning Center (SLC)
- 2.2.29 Submarine Onboard Office (SOBT)
- 2.2.30 NAVSUP, Naval Supply Systems Command
- 2.2.31 United States Coast Guard

2.3 APPLICABLE NUWC DIVNPT DEPARTMENTS

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

2.4 FUNDING TYPES

Funding types to be used under this contract include:

- Operation and Maintenance, Navy (O&MN)
- Shipbuilding and Conversion, Navy (SCN)
- Other Procurement, Navy (OPN)
- Research, Development, Test & Evaluation, Navy (RDT&EN)
- Research, Development, Test & Evaluation, Defense Agencies (RDDA)
- Foreign Military Sales (FMS)
- NUWC DIVNPT Service Cost Center
- Defense Working Capital Fund (DWCF)
- Office of Homeland Defense - Coast Guard (OGVT)

3.0 APPLICABLE DOD/MIL STANDARD SPECIFICATION DOCUMENTS

The latest version of the following government documents are provided as directives for performing the work required under this statement of work.

4.0 TASK DESCRIPTION

The contractor shall perform the tasks in section 4.0 in accordance with Technical Instructions (TIs) and Applicable Documents (Section 3.0) using Government Furnished Information (Section 6) for the systems identified in section 2.1.

The contractor shall provide detailed status and trip reports associated with the meetings and travel in performance of the tasks in section 4.0. The contractor shall include status against schedule, completion of action items, risk mitigation steps and overall summary in the status and trip reports report. The contractor shall deliver status and trip reports in accordance with **CDRL A001**.

4.1 SYSTEMS ENGINEERING

4.1.1 Technical Investigations

The contractor shall perform technical investigations on issues identified during engineering activities including requirements generation, design, development, documentation reviews, fabrication, integration, installation, test &

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evaluation, qualification, acceptance, certification, maintenance, fielding, sparing, training and disposal of systems. The contractor shall perform technical investigations on issues including degraded performance, damaged equipment, requirement deviations, training shortfalls, and insufficient operability. These investigations will be performed to determine the root cause of the identified issue, and produce recommended courses of action. After the root cause is identified, the contractor shall evaluate alternative solutions, proposed upgrades and recommended courses of action to determine and compare the associated risks and performance, cost and schedule impacts and trade-offs. The contractor shall deliver technical investigations in accordance with **CDRL A001**.

4.1.2 Documentation Review

The contractor shall review documentation such as design documents, engineering change proposals, trouble reports, operational requirements documents, test & evaluation documents, logistics material and engineering measurement program data to ensure consistency with System Specification documentation. The contractor shall deliver documentation reviews in accordance with **CDRL A001**.

4.1.3 Documentation Development & Maintenance

The contractor shall develop System Engineering documentation including performance specifications, system engineering management plans, design documents, measurement analysis plans, and engineering change proposals. The contractor shall deliver System Engineering documentation in accordance with **CDRL A001**. The contractor shall deliver System Engineering management plans in accordance with **CDRL A001**.

4.1.4 Data Analysis

The contractor shall process and analyze test and operational data in order to assess performance in accordance with test objectives and system technical requirements. The contractor shall test, measure and evaluate system compliance against program specifications and requirements as outlined in the test objectives, test metrics, measurement plans, maintenance plans, key performance parameters, key system attributes and the program's Capabilities Description Document (CDD). The contractor shall review test, maintenance and operator data to assess logistics requirements including maintenance free operating procedures. The contractor shall deliver data analysis in accordance with **CDRL A001**.

4.1.5 Reliability, Maintainability, Availability, Obsolescence and Failure Analysis

The contractor shall process and analyze test and operational data in order to assess Reliability, Maintainability and Availability (RMA) performance in accordance with test objectives and system technical requirements. The contractor shall evaluate system designs to predict system RMA performance. The contractor shall conduct obsolescence studies on hardware and software and recommend corrective actions. The contractor shall deliver RMA performance reports and obsolescence reports in accordance with **CDRL A001**.

4.1.6 Configuration & Database Management

The contractor shall perform configuration management tracking of software programs, hardware configuration items, and documentation in new and existing government databases. The contractor shall create new databases in accordance with logistics requirements and government approved database tools and formats. The contractor shall import, transfer or use data stored in existing databases. The contractor shall deliver new or updates to hardware databases in accordance with **CDRL A007**.

4.1.7 Physical Configuration Audits (PCAs)

The contractor shall perform Physical Configuration Audits (PCAs) of operational, simulation, diagnostic, support and maintenance hardware in accordance with NUWCDIVNPT Standard Operating Procedures (SOPs), and Configuration Control Board Directives (CCBDs). The contractor shall perform each PCA to determine if changes made to hardware comply with the government approved engineering changes and system/subsystem performance requirements. The contractor shall deliver physical configuration audit results in accordance with **CDRL A00A**.

4.1.8 Functional Configuration Audits (FCAs)

The contractor shall perform Functional Configuration Audits (FCAs) of operational, simulation, diagnostic and maintenance software programs and firmware in accordance with NUWCDIVNPT Standard Operating Procedures

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(SOPs), and Configuration Control Board Directives (CCBDs). The contractor shall perform each FCA to determine if changes made to computer programs and firmware comply with the government approved engineering changes and system/subsystem performance requirements. The contractor shall deliver the functional configuration audit results in accordance with **CDRL A008**.

4.2 SOFTWARE ENGINEERING

4.2.1 Software Development

The contractor shall develop, update, test and maintain software to correct issues identified by testing, technical investigations and fleet operation, as well as to implement upgrades described by program and system requirement specifications. The contractor shall build software images for new and legacy applications and test these images within the target host computer. The contractor shall evaluate, develop, adapt, modify, update and maintain Version Description Documents (VDDs) and Algorithm Description Documents (ADDs). The contractor shall utilize Standard Navy Programming Languages, Navy Standard Operating Systems and Commercial Standards for software development. The contractor shall deliver software test reports in accordance with **CDRL A001**. The contractor shall deliver a final modified software development plan in accordance with **CDRL A005**. The contractor shall deliver software in accordance with **CDRL A003**. The contractor shall deliver Version Description Documents in accordance with **CDRL A004**. The contractor shall deliver Algorithm Description Documents (ADDs) in accordance with **CDRL A004**.

4.2.2 Software Documentation

The contractor shall review, and update software documentation for changes incorporated through specification changes, testing, Engineering Change Proposals (ECPs) and conversion requirements. The contractor shall deliver software documentation in accordance with **CDRL A004**.

4.2.3 Software Analysis

The contractor shall analyze software to assess faults, performance loss, degraded performance, intermittent operational anomalies, non-recurring faults, requirement deviations, insufficient operability, failed requirements checks, obsolescence and degraded interface capability. The software analysis shall determine the root cause. Once the root cause is identified the contractor shall evaluate alternative solutions, proposed upgrades and recommended courses of action. The alternative solutions shall compare the associated risks and performance, cost and schedule impacts and trade-offs. The contractor shall deliver Software Analysis Reports in accordance with **CDRL A001**.

4.3 HARDWARE ENGINEERING

4.3.1 Hardware Development

The contractor shall develop, fabricate, deliver, update, test and maintain special prototype support and test hardware for the development, test, integration, evaluation and maintenance of tactical laboratory and shipboard systems. The hardware shall include signal generators, amplifiers, inverse beam-formers, test devices, cable testers, interface tools, analysis systems, training aids, simulation/stimulation and data recorders. The contractor shall integrate new, existing or refurbished hardware into laboratory and shipboard environments. The contractor shall develop or revise integration plans, and procure all materials, cables, connectors, mock-ups, equipment, test devices, tools, commercial software, shipping containers, and consumables required for proper hardware operations. The contractor shall deliver hardware integration plans in accordance with **CDRL A001**. The contractor shall deliver hardware drawings and schematics in accordance with **CDRL A009**.

4.3.2 Hardware Documentation

The contractor shall develop, update and maintain hardware documentation including Hardware Development Plans for changes incorporated through specification changes, testing, Engineering Change Proposals (ECPs) and conversion requirements. The contractor shall deliver hardware documentation in accordance with **CDRL A001**.

4.3.3 Hardware Analysis

The contractor shall analyze hardware to assess, faults, performance loss, degraded performance, intermittent operational anomalies, non-recurring faults, requirement deviations, insufficient operability, and failed requirements checks to determine the root cause, generate alternative solutions, and produce recommended courses of action. The contractor shall evaluate any alternative solutions, proposed upgrades and recommended courses of action to determine and compare the associated risks and performance, cost and schedule impacts and trade-offs. The contractor shall deliver Hardware Analysis Reports in accordance with **CDRL A001**.

4.4 SHIPALT, TEMPALT, SYSTEM INSTALLATION

4.4.1 System Installation, Checkout & Test

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The contractor shall install, checkout and test hardware, software and firmware at shipyards, on maritime test vessels, on submarine, aviation and surface ship naval platforms, aboard ships during sea tests, at trainer sites, at System Maintenance Facilities and at Combat System Integration Sites (CSIS). The contractor shall verify that the equipment is installed in accordance with installation drawings, alteration documents and alteration schematics and is operating as defined in the system technical manuals. The contractor shall develop, update and maintain installation & checkout test plans and procedures which include scheduling, equipment staging, installation plans, checkout procedures, training and installation test plans. The contractor shall deliver installation & checkout test plans in accordance with **CDRL A00C**. The contractor shall deliver installation & checkout test procedures in accordance with **CDRL A00C**. The contractor shall deliver installation & checkout test reports detailing the installation and system check-out status in accordance with **CDRL A001**.

4.4.2 Installation Alterations

The contractor shall develop update and maintain Ship Alteration (SHIPALT), Temporary Alteration (TEMPALT) and Operational Installation (OPALT) documentation. The contractor shall include personnel and equipment safety requirements, detailed schematics, test requirements, shipping considerations, laydown plans, installation sequences and expected schedules in the alteration documentation. The contractor shall deliver alteration documentation and schematics in accordance with **CDRL A009**.

4.5 TEST, EVALUATION AND ANALYSIS

4.5.1 Test Plans and Procedures

The contractor shall develop, update and maintain test plans and procedures to facilitate the test & evaluation of SONAR systems at shipyards, on maritime test vessels, on submarine, aviation and surface ship naval platforms, aboard ships during sea tests, at trainer sites, at System Maintenance Facilities and at Combat System Integration Sites (CSIS). The contractor shall include worksheets, outlines, resource definitions, test director guides, water space management, personnel & equipment safety and target ship requirements in the test plans and procedures. The contractor shall deliver test plans in accordance with **CDRL A00C**. The contractor shall deliver test procedures in accordance with **CDRL A00C**.

4.5.2 System Design Certification and Acceptance Testing

The contractor shall perform factory acceptance testing, environmental qualification testing, in plant integration, performance verification testing, system design certification testing and longevity testing in order to verify that the equipment being tested is in compliance with engineering change instructions, system requirements and approved test plans & procedures. The contractor shall include test results, issues raised at the test event, problem reports and critical test risks in the associated test report. The contractor shall deliver test reports in accordance with **CDRL A00D**.

4.5.3 Development and Operational Testing

The contractor shall develop pre-test plans to identify the resources, facilities, equipment, instrumentation, consumables, data collection, documentation and personnel needed to execute a test evolution (Air, Land, Dockside or at-sea). The contractor shall include all critical test events, schedules, risks, anticipated issues and concerns in the pre-test plan. The contractor shall deliver pre-test plans in accordance with **CDRL A00C**.

The contractor shall perform development testing, operational testing and data collection identified by the associated test plans and procedures in order to verify that all test requirements have been met by the tested system. The contractor shall perform testing in air, land, dockside and at sea environments including engineering measurement program, information assurance, system assessment, calibration, SONAR self-noise, system qualification, critical item, interface, operational and Independent Validation and Verification (IV&V) testing. The contractor shall develop test reports which include a synopsis of the event, executive summary, milestones, issues and problems encountered. The contractor shall deliver test reports in accordance with **CDRL A00D**.

In the event that small boat or vessel services are required in performance of this tasking, and NUWC DIVNPT Codes 15 and 70 agree that Code 70 cannot fulfill the requirement, the contractor shall supply small boat and vessel services. The anticipated types of small boats and vessels required to accomplish the tasking are listed in Addendum #1 to this Statement of Work. The contractor shall deliver the small boat report in accordance with **CDRL A001**.

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4.5.4 Post Test Reconstruction and Analysis

The contractor shall perform post-test reconstruction and analysis for the purpose of assessing system performance, when compared with test objectives and system technical requirements. The contractor shall develop a reconstruction and analysis report which includes reconstruct details, plots, exercise tracks, environmental data, operational employment issues and system performance. The contractor shall deliver reconstruction and analysis reports in accordance with **CDRL A00D**.

4.6 INFORMATION ASSURANCE

4.6.1 Information Assurance Assessments

The contractor shall perform assessments on tactical SONAR systems, both hardware and software, to determine compliance with Information Assurance (IA) policies, standards and procedures. The contractor shall perform IA life cycle maintenance and determine security vulnerabilities. The contractor shall identify vulnerabilities using DoD approved IA Vulnerability Management (IAVM) and ensure compliance with the Security Technical Implementation Guides (STIGs) via Security Content Automation Protocol (SCAP) tools. The contractor shall deliver IA assessments and vulnerability reports in accordance with **CDRL A00B**.

4.6.2 Certification and Accreditation

The contractor shall develop and modify Combat System Information Assurance (IA) Certification and Accreditation (C&A) plans and perform IA downgrading for tactical SONAR systems. The contractor shall ensure all personnel performing IA functions obtain and maintain all certifications required for their IA position category. The contractor shall deliver C&A plans in accordance with **CDRL A001**.

4.6.3 Information Assurance Testing

The contractor shall perform testing to generate data required by Combat System IA C&A plans. The contractor shall develop test plans and procedures to validate and verify that vulnerabilities in the tactical SONAR systems have been fixed without degradation of system performance. The contractor shall conduct IA test events and perform analysis of IA test data. The contractor shall deliver test plans in accordance with **CDRL A00C**. The contractor shall deliver test procedures in accordance with **CDRL A00C**. The contractor shall deliver IA test reports in accordance with **CDRL A00B**.

4.7 IN-SERVICE ENGINEERING, MAINTENANCE AND LOGISTICS

4.7.1 Technical Data Package (TDP)

The contractor shall develop, update and maintain Technical Data Packages (TDPs) to sustain system operation, troubleshooting and maintenance. The contractor shall include source data when available, drawings, training, curriculum, photographs for maintenance and provisioning parts list in the TDP. The contractor shall deliver Technical Data Packages (TDPs) in accordance with **CDRL A006**.

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

The contractor shall develop, update and maintain Packaging, Handling, Storage and Transportation (PHS&T) plans that document the required packaging, handling, storage and transportation of specific SONAR and support systems based on system specifications, provisioning data, supply requirements and configuration management directives. The contractor shall provide a PHS&T plan that prevents damage to the material, physical harm to personnel and any adverse effects to material operating characteristics. The contractor shall deliver PHS&T plans in accordance with **CDRL A002**.

4.7.3 Tactical Training Development and Instruction

The contractor shall develop, update and maintain tactical training materials including lesson plans and training guides to facilitate the installation, introduction and maintenance of tactical SONAR and support systems. The contractor shall provide training material that allow for the direct utilization of Interactive Electronic Technical Manuals (IETMs) and shall incorporate knowledge and skills learning objectives. The contractor shall perform course instruction using government approved training materials. Location of the training may be ashore, aboard ship at dockside, or at sea. The contractor shall deliver training material in accordance with **CDRL A001**.

4.7.4 Tactical System Manning and Skill Level Plans

The contractor shall develop, update and maintain tactical system manning level and personnel skill level plans in accordance with system design, operations details and maintenance requirements. The contractor shall consider system design reference mission profile, expected operating tempo and maintenance planning requirements in

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formulating the manning and skill level plan. The contractor shall deliver manning and skill level plans in accordance with **CDRL A001**.

4.7.5 Maintenance Planning and Procedures

The contractor shall develop, update and maintain maintenance procedures, both preventative and corrective, for each component of specific SONAR and support systems. The contractor shall provide procedures identifying tools and special precautions required to perform the maintenance action and identify the steps required to verify the maintenance action has resolved the problem. The contractor shall develop Planned Maintenance System (PMS) Documentation including Maintenance Index Pages/Maintenance Requirement Cards (MIP/MRC). The contractor shall provide maintenance plans addressing maintainability of the system at different levels of repair, what maintenance is required on the system and how often maintenance should be performed. The contractor shall deliver maintenance plans in accordance with **CDRL A001**. The contractor shall deliver maintenance procedures in accordance with **CDRL A00C**.

4.7.6 Supply Support Analyses

The contractor shall develop, update and maintain provisioning data documents to sustain system operations, troubleshooting and maintenance. The contractor shall develop provisioning data documents which include installation and checkout kits, spares, repair parts and tools and support material requirements for each level of maintenance. The contractor shall develop a Diminishing Manufacturing Sources and Material Shortages (DMS/MS) parts management program. The contractor shall deliver provisioning data documents and DMS/MS parts management programs in accordance with **CDRL A001**.

4.8 FLEET HELP DESK

The contractor shall provide seven day-a-week, twenty-four hour-a-day interactive digital services to the fleet to answer questions and resolve technical issues for specific SONAR and support systems. The contractor shall include electronic mail, voice mail/telephone answering machine, store/view/access/download information capability, problem reporting capability and instant "chat" type communication to resolve fleet problems. The contractor shall also establish and maintain a digital interface to the NAVSEA/NAVSUP Distance Support Anchor Desk. The contractor shall measure and report on response times, system availability and accuracy of implemented items. The contractor shall deliver fleet help reports in accordance with **CDRL A001**.

4.9 LABORATORY DOCUMENTATION

The contractor shall develop, update and maintain laboratory equipment documentation including equipment drawings, laboratory drawings, power, cooling and space requirements, installation control drawings, configuration databases and equipment layout options in order to facilitate the maintenance and reconfiguration of laboratory equipment within government spaces. The contractor shall deliver laboratory documentation in accordance with **CDRL A001**.

5.0 PROGRESS REPORTS

5.1 Monthly Progress Report

The contractor shall deliver monthly cost and performance reports in accordance with the basic contract Clause C16 COST AND PERFORMANCE REPORTING (SEP 2012).

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Index	Document Title	Applicable SOW Tasks
6.1	Schedules – Program, Project, Task, Event, Test and Travel Schedules (at facilities, at-sea and dockside)	All Sections
6.2	Program and System Requirements Specifications	4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5, 4.1.7, 4.1.8, 4.2.2, 4.2.3, 4.3.1, 4.3.2, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.8, 5.1, 5.2
6.3	Program and Fleet Problem & Trouble Reports, PTR Resolutions & Technical Feedback Reports (TFBR) & Customized User Report Requests	4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.6, 4.1.7, 4.1.8, 4.2.1, 4.2.2, 4.2.3, 4.3.1, 4.3.2, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.8, 5.1, 5.2

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6.4	Test Results and Test Data	4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5, 4.1.6, 4.1.7, 4.1.8, 4.2.2, 4.2.3, 4.3.1, 4.3.2, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.8, 5.1, 5.2
6.5	Program/Project System Engineering Notebooks	4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.6, 4.1.7, 4.1.8, 4.2.1, 4.2.2, 4.2.3, 4.3.1, 4.3.2, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.8, 5.1, 5.2
6.6	Engineering Change Proposals (ECP), Engineering Change Instructions (ECI), Specification Change Notices (SCN), Notices of Revision (NORs), & Configuration Control Board Directives	4.1.1, 4.1.2, 4.1.3, 4.1.6, 4.1.7, 4.1.8, 4.2.1, 4.2.2, 4.2.3, , 4.3.1, 4.3.2, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.8, 5.1, 5.2
6.7	Prime Item and Development Specification (PIDS)	4.1.1, 4.1.2, 4.1.3, 4.1.6, 4.1.7, 4.1.8, 4.2.1, 4.2.2, 4.2.3, 4.3.1, 4.3.2, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.8
6.8	Interface Documents (interface control drawings, specifications and design documents)	4.1.1, 4.1.2, 4.1.3, 4.1.6, 4.1.7, 4.1.8, 4.2.1, 4.2.2, 4.2.3, 4.3.1, 4.3.2, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.8
6.9	Computer Resources Life Cycle Maintenance Plan (CRLCMP)	4.1.1, 4.1.2, 4.1.3, 4.1.6, 4.1.7, 4.1.8, 4.2.1, 4.2.2, 4.2.3, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4
6.10	Software Development Plans	4.1.1, 4.1.2, 4.1.3, 4.2.1, 4.1.6, 4.1.7, 4.1.8, 4.2.2, 4.2.3, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4
6.11	Software Requirements Specifications	4.1.1, 4.1.2, 4.1.6, 4.1.7, 4.1.8, 4.2.1, 4.2.2, 4.2.3, 4.5.1, 4.5.2, 4.5.3, 4.5.4
6.12	Computer Software and Firmware	4.1.1, 4.1.2, 4.1.6, 4.1.7, 4.1.8, 4.2.1, 4.2.2
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6.14	Critical Item Development Specifications (CIDS)	4.1.1, 4.1.2, 4.1.3, 4.2.1, 4.2.2, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5, 4.4.1, 4.4.2, 4.8
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6.16	Equipment Design Documentation	4.1.1, 4.1.2, 4.1.3, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.8
6.17	Ship Design/Installation Plans & Documents	4.1.1, 4.1.2, 4.1.3, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.8
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6.20	Integration Plans & Procedures	4.1.1, 4.1.2, 4.1.3, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4
6.21	Installation & Checkout Procedures	4.1.1, 4.1.2, 4.1.3, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4

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6.22	Operating Guidelines	4.1.1, 4.1.2, 4.1.5, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.8, 5.1, 5.2
6.23	Operational Requirements Documents and Capabilities Description Document (CDD)	4.1.1, 4.1.2, 4.1.5, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4, 5.1, 5.2
6.24	Master Test and Evaluation Plan (MTEP)	4.1.1, 4.1.2, 4.1.3, 4.1.5, 4.4.1, 4.4.2, 4.5.1, 4.5.2, 4.5.3, 4.5.4, 5.1, 5.2
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6.29	Supply Plans	4.1.1, 4.1.2, 4.1.3, 4.7.1 thru 4.7.7, 4.8
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6.31	Supportability Analyses and Support Strategy	4.7.1 thru 4.7.7
6.32	Diminishing Manufacturing Sources and Material Shortages (DMS/MS) parts lists	4.1.1, 4.1.2, 4.1.3, 4.7.1 thru 4.7.7, 4.8
6.33	Facility Documents	4.1.1, 4.1.2, 4.1.3, 4.9
6.34	Facility Design Drawings	4.1.1, 4.1.2, 4.1.3, 4.9
6.35	Facility Data (Requirements, Plans and Procedures, and Drawings)	4.1.1, 4.1.2, 4.1.3, 4.9
6.36	System Maintenance Facility Design Documentation	4.1.1, 4.1.2, 4.1.3, 4.9
6.37	Meeting Minutes and Action Items	All Sections

7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS (Performance Based SOW)

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 the Performance Requirements Summary Table (PRST), Attachment 4. 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.

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 database will be free of viruses when delivered.

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(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 2004)

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

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(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-CMAN-80639C approved 30 Sep 2000 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 Non-Engineering Change Proposal (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 Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 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

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subject to equitable adjustment, regardless of whether or not the change document is later approved.

(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-CMAN-80639C approved 30 Sep 2000 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-2-0015 DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA)(SEP 2009)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available for one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder).

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II

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(NAVSEA)(SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

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

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

(A) 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

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

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

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

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

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or

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services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

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

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

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

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(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.

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

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

(b) Requirements.

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

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

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

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HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (DEC 2006) (MODIFIED SEP 2012)

(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 15289:2011, 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 15289:2011. 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 15289:2011, 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 15289:2011, 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 15289:2011, 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.

C16S COST AND PERFORMANCE REPORTING (OCT 2012)

(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 Wide Area Workflow (WAWF). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

(c) The Contractor's Performance 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.

(1) Access:

a) eCRAFT: Reports are uploaded through the Electronic Cost Reporting and Financial

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Tracking (eCRAFT) System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/nuwc/newport/contracts/default.aspx> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafter.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

b) WAWF: See Section G – Clause HQ G-2009 and 252.232-7006.

(2) Format.

a) eCRAFT: Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft) as defined in the EPRU manual.

b) Contractor's Performance Report: The pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is mandatory.

(3) Scope and Content. Costs incurred under this contract/task order are to be segregated at the lowest level of performance, either task, subtask or Technical Instruction (TI), rather than on a total task contract/order basis.

a) eCRAFT: Supporting documentation in eCRAFT shall include summaries of work charged during the period covered.

b) Contractor's Performance Report:

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart, including the addition/deletion of any subcontractors and key personnel

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results. This shall be a full breakdown, including locations, names of the people who travelled, and costs.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as technical instructions, e-mails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(4) Submission and Approval.

a) The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice into WAWF. The amounts shall be same. eCRAFT Approval will be indicated by e-mail notification from eCraft.

b) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWC DIVNPT Code 59.

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(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at: <http://www.opm.gov/forms/index.asp>

Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACLCL.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWC DIVNPT site. This document is available under "Contractor Info" at: <http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWC DIVNPT site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf

(d) The contractor shall ensure that each contractor employee who is resident at any NUWC DIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWC DIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWC DIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C26S INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON-DOD INFORMATION SYSTEMS (JUL 2012)

(a) The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address: <http://www.dtic.mil/whs/directives/corres/pdf/858201p.pdf>

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(b) Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.

(c) Contractor personnel that have not been briefed on DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.

(d) *Subcontracts*. If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

C56S ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (MAR 2010)

(a) Each Electronic and Information Technology (EIT) item or service provided under this order shall comply with the EIT Accessibility Standards listed below:

- X_36 C.F.R. § 1194.21 - Software applications and operating systems
- X_36 C.F.R. § 1194.22 - Web-based and internet information and applications
- X_36 C.F.R. § 1194.23 - Telecommunications products
- 36 C.F.R. § 1194.24 - Video and multimedia products
- 36 C.F.R. § 1194.25 - Self contained, closed products
- X_36 C.F.R. § 1194.26 - Desktop and portable computers
- 36 C.F.R. § 1194.31 - Functional Performance Criteria
- X_36 C.F.R. § 1194.41 – Information, Documentation, and Support

(b) The Contractor shall provide a Voluntary Product Accessibility Template (VPAT) for items or a Government Product/Service Accessibility Template (GPAT) for service to document compliance with the indicated Section 508 Standards.

Please refer to

<http://www.itic.org/index.php?submenu=Resources&submenu=Resources&src=gendocs&ref=vpat&category=resources>

or <http://www.buyaccessible.gov/>

for more information on VPATs and GPATs or contact <http://www.access-board.gov/contact.htm> or www.gsa.gov/section508

(c) The Contractor shall comply with the VPAT or GPAT document submitted. If the Contracting Officer determines that any item or service delivered under this order does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the order, the Government will have the rights and remedies contained in the basic contract.

CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) LANGUAGE (OCT 2012)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division, Newport, RI (N66604) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

HQ D-1-0001 DATA PACKAGE LANGUAGE

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

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

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

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: ___ See TI _____
 (Name of Individual Sponsor)
 ___ Code 15___
 (Name of Requiring Activity)
 ___Newport, Rhode Island _____
 (City and State)

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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	3/10/2016 - 3/9/2017
7101AA	3/10/2016 - 9/30/2016
7101AB	3/14/2016 - 9/30/2016
7101AC	3/14/2016 - 9/30/2016
7101AD	4/26/2016 - 9/30/2016
7101AE	4/27/2016 - 9/30/2016
7101AF	5/6/2016 - 9/30/2016
7101AG	5/6/2016 - 3/9/2017
7101AH	5/6/2016 - 3/9/2017
7101AJ	5/6/2016 - 9/30/2016
7101AK	5/13/2016 - 9/30/2016
7101AL	5/13/2016 - 9/30/2016
7101AM	5/13/2016 - 12/31/2016
7101AN	5/20/2016 - 9/30/2016
7101AP	5/20/2016 - 9/30/2016
7101AQ	5/25/2016 - 9/30/2016
7101AR	5/25/2016 - 3/9/2017
7101AS	6/8/2016 - 9/30/2016
7101AT	6/8/2016 - 9/30/2016
7101AU	6/8/2016 - 9/30/2016
7101AV	6/17/2016 - 9/30/2016
7101AW	6/17/2016 - 9/30/2016
7101AX	6/17/2016 - 3/9/2017
7101AY	6/29/2016 - 3/9/2017
7101AZ	6/29/2016 - 9/30/2016
7101BA	7/14/2016 - 3/9/2017
7101BB	7/22/2016 - 12/31/2016
7101BC	7/22/2016 - 3/9/2017
7101BD	7/22/2016 - 3/9/2017
7101BE	7/22/2016 - 3/9/2017
7101BF	7/22/2016 - 12/31/2016
7101BG	8/1/2016 - 3/9/2017
7101BH	8/1/2016 - 3/9/2017
7101BJ	8/15/2016 - 9/30/2016
7101BK	8/30/2016 - 3/9/2017
7101BL	8/30/2016 - 3/9/2017
7101BM	10/1/2016 - 3/9/2017
7101BN	10/1/2016 - 3/9/2017
7101BP	9/8/2016 - 3/9/2017
7101BQ	9/21/2016 - 3/9/2017
7101BR	9/21/2016 - 3/9/2017

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7101BS	10/7/2016 - 3/9/2017
7101BT	10/14/2016 - 3/9/2017
7101BU	11/7/2016 - 3/9/2017
9100	3/10/2016 - 3/9/2017
9101AA	3/10/2016 - 9/30/2016
9101AB	3/14/2016 - 9/30/2016
9101AC	3/14/2016 - 9/30/2016
9101AD	4/26/2016 - 9/30/2016
9101AE	4/27/2016 - 9/30/2016
9101AF	5/6/2016 - 9/30/2016
9101AG	5/6/2016 - 3/9/2017
9101AH	5/6/2016 - 3/9/2017
9101AJ	5/13/2016 - 9/30/2016
9101AK	5/13/2016 - 12/31/2016
9101AL	5/20/2016 - 9/30/2016
9101AM	5/20/2016 - 9/30/2016
9101AN	5/25/2016 - 9/30/2016
9101AP	5/25/2016 - 3/9/2017
9101AQ	6/8/2016 - 9/30/2016
9101AR	6/17/2016 - 9/30/2016
9101AS	6/17/2016 - 3/9/2017
9101AT	6/29/2016 - 3/9/2017
9101AU	6/29/2016 - 9/30/2016
9101AV	7/14/2016 - 3/9/2017
9101AW	7/22/2016 - 12/31/2016
9101AX	7/22/2016 - 3/9/2017
9101AY	7/22/2016 - 3/9/2017
9101AZ	7/22/2016 - 3/9/2017
9101BA	8/1/2016 - 3/9/2017
9101BB	8/1/2016 - 3/9/2017
9101BC	8/15/2016 - 9/30/2016
9101BD	8/30/2016 - 3/9/2017
9101BE	8/30/2016 - 3/9/2017
9101BF	10/1/2016 - 3/9/2017
9101BG	10/1/2016 - 3/9/2017
9101BH	9/8/2016 - 3/9/2017
9101BJ	9/21/2016 - 3/9/2017
9101BK	10/7/2016 - 3/9/2017
9101BL	10/14/2016 - 3/9/2017
9101BM	11/7/2016 - 3/9/2017

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:

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SLIN	Funding	Base or Option #	Period of Performance
7100/9100	RDTE, OMN, OPN, SCN, FMS, RDDA	Base	3/10/16-3/9/17
7200/9200	RDTE, OMN, OPN, SCN, FMS, RDDA	Option 1*	3/10/17-3/9/18
7300/9300	RDTE, OMN, OPN, SCN, FMS, RDDA	Option 2*	3/10/18-3/9/19
7400/9400	RDTE, OMN, OPN, SCN, FMS, RDDA	Option 3*	3/10/19-3/9/20
7500/9500	RDTE, OMN, OPN, SCN, FMS, RDDA	Option 4*	3/10/20-3/9/21

*** If option is exercised**

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 12 months. The overall Period of Performance of this task order shall not exceed three (3) years from the effective date of the Task Order.

NOTE: Award of Option(s) (NEGOTIATOR - INSERT OPTION NUMBER(S) HERE) is contingent upon:
1) an extension of the basic contract beyond the start date of the period of performance for the option, and;
2) a determination to exercise the option made in accordance with FAR 17.207 and DFARS 217.207.

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.

F30SX PLACE OF PERFORMANCE (APR 2005)

Work will be performed at locations required by the Statement of Work (SOW) as specifically clarified in Technical Instructions.

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SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

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

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

_____ **Cost Voucher** _____

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

_____ **Destination** _____

(3) Document routing. The Contractor shall use the information in the Routing Data Table

below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ-0337
Issue By DoDAAC	N66604
Admin DoDAAC	S2206A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N66604
Service Approver (DoDAAC)	N66604
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA610
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(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.

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[REDACTED]

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

**HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING
(NAVSEA) (SEP 2012)**

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

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOVEMBER 2012)

(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:

[REDACTED]
[REDACTED]
[REDACTED]

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[REDACTED]

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

[REDACTED]

(f) The Contracting Officer's Representative (COR) for this task order is:

[REDACTED]

(g) The Contractor's Representative is:

[REDACTED]

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a) except (3), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

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

(c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Contracting Officer to delegate additional functions as necessary. The Contracting Officer may delegate authority by letter.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's senior technical representative, point of contact for performance under this contract is:

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

[REDACTED]
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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.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

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

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on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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

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

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

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

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the

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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 (OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. 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 [REDACTED]. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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

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

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

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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.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

**5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-REIMBURSEMENT)
COST TYPE (SEP 2009)**

(a) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

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DESCRIPTION AND IDENTITY OF FACILITIES:

Naval Undersea Warfare Center, Division Newport
1176 Howell Street
Newport, RI 02841-1708
Buildings: 123 and 1371

(c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

*(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

ADDITIONAL ITEMS OF FACILITIES - NONE

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth in Attachment #2, 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 items listed in Attachment #2 for use in the performance of this contract.

5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s): SEE GFP LIST ATTACHMENT 4. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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.

H81X TRAVEL RESPONSIBILITIES (OCT 2011)

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at (<http://www.defensetravel.dod.mil/Docs/CarRentalAgreement.pdf>) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

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H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below (identified to the current Revision available as of the issue date of this solicitation):

Wage Determination #: Revision: Area:

2005-2467, Revision: 17 (effective 12/29/15), Area: Rhode Island, Statewide

The above Wage Determinations (WD) can be accessed from the following website:

<http://www.wdol.gov/>

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows (these answers are applicable to this solicitation):

1. Were these services previously performed at this locality under an SCA-Covered contract? YES
2. Are any of the employees performing work subject to a CBA? NO
3. Are the contract services to be performed listed below as Non-Standard Services? NO
4. Were these services previously performed under an SCA wage determination that ends in an even number? NO

The site will provide the appropriate WD.

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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:

- 52.203-3 Gratuities (APR 1984)**
- 52.203-5 Covenant Against Contingent Fees (APR 1984)**
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)**
- 52.203-7 Anti-Kickback Procedures (OCT 2010)**
- 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)**
- 52.203-17 Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (APR 2014)**
- 52.204-2 Security Requirements (AUG 1996)**
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)**
- 52.204-13 System for Award Management Maintenance (JUL 2013)**
- 52.209-6 Protecting the Government Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)**
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**
- 52.219-8 Utilization of Small Business Concerns (Oct 2014)**
- 52.219-14 Limitations on Subcontracting (Nov 2011)**
- 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 (MAR 2012)**
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)**
- 52.222-26 Equal Opportunity (MAY 2007)**
- 52.222-35 Equal Opportunity for Veterans (SEP 2010)**
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)**
- 52.222-37 Employment Reports on Veterans (SEP 2010)**
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)**
- 52.222-41 Service Contract Act of 1965 (NOV 2007)**
- 52.222-50 Combating Trafficking in Persons (Feb 2009)**
- 52.222-54 Employment Eligibility Verification (AUG 2013)**

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- 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)**
- 52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)**
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)**
- 52.225-13 Restriction on Certain Foreign Purchases (Jun 2008)**
- 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (DEC 2012)**
- 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**
- 52.227-11 Patent Rights -- Ownership by the Contractor (DEC 2007)**
- 52.232-1 Payments (APR 1984)**
- 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)**
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)**
- 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)**
- 52.243-1 -- Changes -- Fixed-Price**
- 52.244-6 Subcontracts for Commercial Items (JUL 2013)**
- 52.246-23 Limitation of Liability (FEB 1997)**
- 52.246-25 Limitation of Liability - Services (FEB 1997)**
- 52.249-6 -- Termination (Cost-Reimbursement)**
- 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)**
- 252.203-7003 Agency Office of the Inspector General (DEC 2012)**
- 252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)**

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- 252.204-7000 Disclosure of Information (AUG 2013)**
- 252.204-7003 Control of Government Personnel Work Product (APR 1992)**
- 252.204-7004 Alternate A System for Award Management (MAY 2013)**
- 252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)**
- 252.219-7003 Small Business Subcontracting Plan (DoD Contracts)**
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)**
- 252.227-7013 Rights in Technical Data--Noncommercial Items (FEB 2014)**
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.**
- 252.227-7016 Rights in Bid or Proposal Information (JAN 2011)**
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)**
- 252.227-7019 Validation of Asserted Restrictions--Computer Software (SEP 2011)**
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)**
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)**
- 252.227-7030 Technical Data--Withholding of Payment (MAR 2000)**
- 252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013)**
- 252.227-7038 Patent Rights—Ownership by the Contractor (Large Business) (JUN 2012)**
- 252.227-7039 Patents -- Reporting of Subject Inventions (APR 1990)
- 252.231-7000 Supplemental Cost Principles (DEC 1991)**
- 252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)**
- 252.235-7011 Final Scientific or Technical Report (NOV 2004)**
- 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 (MAY 2013)**
- 252.246-7000 Material Inspection and Receiving Report (Mar 2008)**

The following Clauses are incorporated by Full Text:

- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012)**
- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov> .

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(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.217-8 -- Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract period of performance expiration.

52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA VARIATION)(SEP 2009)

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

Option No.	CLIN	Exercise Date – No Later Than
1	7200/9200	3/09/17
2	7300/9300	3/09/18
3	7300/9300	3/09/19
4	7400/9400	3/09/20

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

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

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, 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>

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

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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 subcontracts 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.

(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 amount 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-

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a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: ***Advanced Reasoning , Applied Physical Sciences, BAE Systems, I Square, ICI, and Sonalysts**

Contractor	CEILING
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

*For this offeror the total hours are so low that adjusting based on its ceiling would put to great an administrative burden on the Government and contractor to continually adjust for the reasons set forth in the note below. The hours in the table do not total out to the task orders hours and shall not be construed to exceed the total LOE on the task order. Rather it sets a total ceiling for each subcontractor beyond which the contractor and Government must agree to an increase.

NOTE: The Contractor may submit requests for revision to this table based on the type and quantity of work clarified by TIs during performance.

252.211-7005 Substitutions for Military or Federal Specifications and Standards (NOV 2005)

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of

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Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____
 Facility: _____
 Military or Federal
 Specification or Standard: _____
 Affected Contract Line Item
 Number, Subline Item Number,
 Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror^{3/4}

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls. (DEC 2015)

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

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause [252.204-7012](#), Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see [252.204-7012](#)(b)(1)(ii))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information. (DEC 2015)

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

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified information that—

(1) Is—

(i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause [252.204-7012](#), and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

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(c) *Subcontracts*. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEC 2015)

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

(B) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

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“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor

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information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

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(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

PERFORMANCE REQUIREMENTS SUMMARY TABLE

GFP LIST

DD254 - Contract Security Classification Specification, Revision No. 1, dated 20160516

CDRL

CDRL_ADDENDUM

List of Key Personnel