

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
39

3. EFFECTIVE DATE  
03-Nov-2016

4. REQUISITION/PURCHASE REQ. NO.  
1300379957-980

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.  
151 Martine St  
Fall River MA 02723-1501

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4455-N403

10B. DATED (SEE ITEM 13)

18-Sep-2013

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)

**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).
- [X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: BILATERAL: 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)

03-Nov-2016

BY (Signature of Contracting Officer)

03-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

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

**Distribution:** KR, 0121, DFAS-HQ0337, S2206A, COR: 2544/[REDACTED] 259/[REDACTED]

**FSC:** R425

**NUWCDIVNPT Control #:** 170177

**NUWCDIVNPT Requisition #(s):** 1300379957-980

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

### The purpose of this modification is to:

1. Incorporate DD Form 254, Contract Security Classifications Specification, Revision No. 1, dated 20160822.

### SECTION J -

1. Attachment 1 DD Form 254 - Contract Security Classification, dated 20160819, is deleted in its entirety and replaced with DD Form 254, Contract Security Classification, Revision No. 1 dated 20160822.

All other task order terms and conditions remain unchanged.

The conformed task order is contained in EDA and the SeaPort-e Portal.



Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		[REDACTED]					
4300	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
430001	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
430002	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
430003	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
430004	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
430005	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
430006	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
430007	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
430008	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
430009	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
430010	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
430011	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
430012	R499	[REDACTED]					
430013	R499	[REDACTED]					
4301	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4400	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
440001	R499	[REDACTED]					
440002	R499	[REDACTED]					
4401	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4500	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
450001	R499	[REDACTED]					
450002	R499	[REDACTED]					
450003	R499	[REDACTED]					
4501	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4600	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
460001	R499	[REDACTED]					
460002	R499	[REDACTED]					

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

Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF

		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
460003	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
460004	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
460005	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
460006	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
460007	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
4601	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
4700	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
470001	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
470002	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
470003	R499	[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
4701	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					

For Cost Type / NSP Items

4999	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
------	------------	--	------------	------------	------------	------------

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6100	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
610001	R499	[REDACTED]			
610002	R499	[REDACTED]			
610003	R499	[REDACTED]			
610004	R499	[REDACTED]			
610005	R499	[REDACTED]			
6101	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6200	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
620001	R499	[REDACTED]			
620002	R499	[REDACTED]			
620003	R499	[REDACTED]			
620004	R499	[REDACTED]			
6201	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6300	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
630001	R499	[REDACTED]			
630002	R499	[REDACTED]			
630003	R499	[REDACTED]			
630004	R499	[REDACTED]			
630005	R499	[REDACTED]			
630006	R499	[REDACTED]			
630007	R499	[REDACTED]			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
630008	R499	[REDACTED]			
630009	R499	[REDACTED]			
630010	R499	[REDACTED]			
6301	R499	[REDACTED]			
6400	R499	[REDACTED]			
640001	R499	[REDACTED]			
640002	R499	[REDACTED]			
6401	R499	[REDACTED]			
6500	R499	[REDACTED]			
650001	R499	[REDACTED]			
650002	R499	[REDACTED]			
650003	R499	[REDACTED]			
6501	R499	[REDACTED]			
6600	R499	[REDACTED]			
660001	R499	[REDACTED]			
660002	R499	[REDACTED]			
660003	R499	[REDACTED]			
660004	R499	[REDACTED]			
660005	R499	[REDACTED]			



Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
660006	R499	[REDACTED]			
6601	R499	[REDACTED]			
6700	R499	[REDACTED]			
670001	R499	[REDACTED]			
670002	R499	[REDACTED]			
670003	R499	[REDACTED]			
6701	R499	[REDACTED]			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R499	[REDACTED]					
710001	R499	[REDACTED]					
710002	R499	[REDACTED]					
710003	R499	[REDACTED]					
7101	R499	[REDACTED]					
710101	R499	[REDACTED]					
7200	R499	[REDACTED]					
720001	R499	[REDACTED]					
720002	R499	[REDACTED]					
720003	R499	[REDACTED]					
7201	R499	[REDACTED]					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720101	R499	[REDACTED]					
720102	R499	[REDACTED]					
720103	R499	[REDACTED]					
7300	R499	[REDACTED]					
730001	R499	[REDACTED]					
730002	R499	[REDACTED]					
730003	R499	[REDACTED]					
730004	R499	[REDACTED]					
730005	R499	[REDACTED]					
730006	R499	[REDACTED]					
730007	R499	[REDACTED]					
730008	R499	[REDACTED]					
730009	R499	[REDACTED]					
730010	R499	[REDACTED]					
730011	R499	[REDACTED]					
7301	R499	[REDACTED]					
730101	R499	[REDACTED]					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
730102	R499	[REDACTED]					
730103	R499	[REDACTED]					
730104	R499	[REDACTED]					
730105	R499	[REDACTED]					
730106	R499	[REDACTED]					
730107	R499	[REDACTED]					
730108	R499	[REDACTED]					
730109	R499	[REDACTED]					
7400	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
740001	R499	[REDACTED]					
740002	R499	[REDACTED]					
740003	R499	[REDACTED]					
7401	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
740101	R499	[REDACTED]					
7500	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7501	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7600	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
760001	R499	[REDACTED]					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
760002	R499	[REDACTED]					
760003	R499	[REDACTED]					
760004	R499	[REDACTED]					
760005	R499	[REDACTED]					
760006	R499	[REDACTED]					
760007	R499	[REDACTED]					
7601	R499	[REDACTED]					
760101	R499	[REDACTED]					
760102	R499	[REDACTED]					
760103	R499	[REDACTED]					
760104	R499	[REDACTED]					
760105	R499	[REDACTED]					
760106	R499	[REDACTED]					
760107	R499	[REDACTED]					



Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		[REDACTED]					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R499	[REDACTED]			
910001	R499	[REDACTED]			
910002	R499	[REDACTED]			
910003	R499	[REDACTED]			
9101	R499	[REDACTED]			
910101	R499	[REDACTED]			
9200	R499	[REDACTED]			
920001	R499	[REDACTED]			
920002	R499	[REDACTED]			
920003	R499	[REDACTED]			
9201	R499	[REDACTED]			
920101	R499	[REDACTED]			
920102	R499	[REDACTED]			
920103	R499	[REDACTED]			
9300	R499	[REDACTED]			
930001	R499	[REDACTED]			
930002	R499	[REDACTED]			

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

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
930003	R499	[REDACTED]			
930004	R499	[REDACTED]			
930005	R499	[REDACTED]			
930006	R499	[REDACTED]			
930007	R499	[REDACTED]			
930008	R499	[REDACTED]			
930009	R499	[REDACTED]			
9301	R499	[REDACTED]			[REDACTED]
930101	R499	[REDACTED]			
930102	R499	[REDACTED]			
930103	R499	[REDACTED]			
930104	R499	[REDACTED]			
930105	R499	[REDACTED]			
930106	R499	[REDACTED]			
930107	R499	[REDACTED]			
930108	R499	[REDACTED]			
930109	R499	[REDACTED]			
9400	R499	[REDACTED]			[REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
940001	R499	[REDACTED]			
940002	R499	[REDACTED]			
940003	R499	[REDACTED]			
9401	R499	[REDACTED]			
940101	R499	[REDACTED]			
9500	R499	[REDACTED]			
9501	R499	[REDACTED]			
9600	R499	[REDACTED]	1.0	LO	\$542,094.00
960001	R499	[REDACTED]			
960002	R499	[REDACTED]			
960003	R499	[REDACTED]			
960004	R499	[REDACTED]			
960005	R499	[REDACTED]			
9601	R499	[REDACTED]			
960101	R499	[REDACTED]			
960102	R499	[REDACTED]			
960103	R499	[REDACTED]			
960104	R499	[REDACTED]			
960105	R499	[REDACTED]			



Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		[REDACTED]			
9700	R499	[REDACTED]			
970001	R499	[REDACTED]			
970002	R499	[REDACTED]			
970003	R499	[REDACTED]			
9701	R499	[REDACTED]			
970101	R499	[REDACTED]			
9800	R425	[REDACTED]			
9801		[REDACTED]			
9801AA	R425	[REDACTED]			
9801AB	R425	[REDACTED]			
9801AC	R425	[REDACTED]			
9801AD	R425	[REDACTED]			
9801AE	R425	[REDACTED]			
9801AF	R425	[REDACTED]			
9801AG	R425	[REDACTED]			

Fee Table:

Labor CLIN	Fee/Hour	Fee Percentage
4100	[REDACTED]	[REDACTED]
4200	[REDACTED]	[REDACTED]
4300	[REDACTED]	[REDACTED]
4400	[REDACTED]	[REDACTED]
4500	[REDACTED]	[REDACTED]
4600	[REDACTED]	[REDACTED]

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 16 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4700	████	████
7100	████	████
7200	████	████
7300	████	████
7400	████	████
7500	████	████
7600	████	████
7700	████	████
7101	████	████
7201	████	████
7301	████	████
7401	████	████
7501	████	████
7601	████	████
7701	████	████
7800 & 7801 Total Priced SLINs	████	████

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

**The following Clauses are incorporated by Full Text:**

**HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE (NAVSEA)**

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

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

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

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

**HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (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:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 17 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

This entire contract is cost type.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 18 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **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>.

### **STATEMENT OF WORK**

#### **CODE 25 LABORATORY OPERATIONS AND MAINTENANCE**

##### **1.0 BACKGROUND**

The Naval Undersea Warfare Center Division, Newport (NUWC DIVNPT), Undersea Warfare Combat Systems Department, Code 25 provides the requisite engineering and management support for the In-Service Engineering and Life Cycle Support of the SSN Combat Systems (CS), SSBN Command and Control Systems (CCS), and SSGN Non-Propulsion Electronics System (NPES) hardware and software products.

The Combat Systems Technology and Architecture Division (Code 251), System Engineering and Integration Division (Code 252), and Acquisition Support and System Assessment Division (Code 253) are responsible for the Operations and Maintenance of Code 25 facilities and laboratories. These continuously operating laboratories are the department's principle material asset for supporting fleet systems development, evaluation and problem resolution.

##### **2.0 SCOPE**

The contractor shall provide operational, technical and engineering services in support of the facilities, systems and laboratories assigned to the Undersea Warfare Combat Systems Department, Code 25. The facilities and laboratories consist primarily of the following: the TRIDENT Life Cycle Support Facility (LCSF), the Combat Control Systems Laboratory (CCSL), and the Combat Systems Technology Laboratory (CSTL). The facilities and laboratories are operational 24 hours a day, 365 days a year.

The services provided will primarily support the Development, Integration, Certification, Testing, and Life Cycle Support of SSN, SSBN, and SSGN Hardware and Software. The services include: System and Subsystem Level Preventive/Corrective Hardware/Software Maintenance, Resource Information, Laboratory Modification and Upgrade Support, Media Center Operations, Mechanical Support, and Material Support.

##### **3.0 APPLICABLE DOCUMENTS**

###### **3.1 MIL-HDBK-454B GENERAL GUIDELINES FOR ELECTRONIC EQUIPMENT**

###### **3.2 MIL-HDBK-2036 PREPARATION OF ELECTRONIC EQUIPMENT SPECIFICATIONS**

###### **3.3 NUWC Division Newport Command Security Manual, NUWC DIVNPTINST 5500.4 series latest revision**

###### **3.4 Occupational Safety and Health (OSH) Program, NUWC DIVNPTINST 5100.5 series latest revision**

##### **4.0 REQUIREMENTS**

###### **4.1 SYSTEM AND SUBSYSTEM LEVEL PREVENTIVE/CORRECTIVE HARDWARE/SOFTWARE MAINTENANCE**

The SSN Combat Systems (CS), SSBN Command and Control Systems (CCS), and SSGN Non-Propulsion Electronics System (NPES) tactical hardware/software and support systems for tasking under Section 4.1 are

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 19 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

primarily as follows:

- Laboratory Support Equipment including: Simulation\Stimulation Equipment and Configuration Management Switching System Equipment
- SSN/SSBN/SSGN Submarine Sonar Subsystem and Auxiliary Equipment
- SSN/SSBN/SSGN Submarine Data Processing Subsystem and Auxiliary Equipment
- SSN/SSBN/SSGN Submarine Defensive Weapons Subsystem/Fire Control and Auxiliary Equipment
- SSN/SSBN/SSGN Submarine Ship Control Subsystem and Auxiliary Equipment
- SSN/SSBN/SSGN Submarine Monitoring Subsystem and Auxiliary Equipment
- SSN/SSBN/SSGN Submarine Radar Subsystem and Auxiliary Equipment
- SSN/SSBN/SSGN Submarine Interior Communications/Tactical Navigation Subsystem and Auxiliary Equipment
- SSN/SSBN/SSGN Submarine Exterior Communications Systems – Radio Rooms
- Laboratory related Video, Audio, and Presentation Equipment

4.1.1 The contractor shall:

- Perform preventive and corrective maintenance on the above listed equipment, either resident in the laboratory or Submarine Fleet equipment that is configured and tested in the laboratory, in accordance with Applicable Documents 3.1 and 3.2
- Ship configured and tested Submarine Fleet equipment to the Fleet or Fleet Support Sites
- Maintain the laboratory in a ready state through daily/weekly preventive equipment maintenance
- Identify laboratory problems by type (Hardware/Firmware/Software) and location (System/Subsystem/Equipment) using GFI 6.2.4
- Correct/repair laboratory problems per GFI 6.2.4

4.1.2 The contractor shall:

- Provide system and subsystem level technical support to laboratory users, Fleet Personnel, and Fleet Support Personnel engaged in CS, CCS, and NPES Problem Investigation/Resolution, Formal/Informal Integration, Certification, Production Test Program Testing, Submarine Warfare Federated Tactical Systems Testing, and Hardware/Software Development.
- Configure and groom the laboratory prior to test events using GFI 6.2.4
- Provide operational load and boot assistance
- Monitor System/Subsystem/Equipment physical performance during test events using GFI 6.2.4
- Provide technical input regarding equipment status and/or problems when requested by laboratory users
- Using GFI 6.1.5 provide comments and recommended changes to Maintenance, Technical, Configuration Management, and Logistics documentation

4.1.3 Deliverables: The contractor shall document laboratory status on the Code 25 Laboratory Web Page provided as GFI 6.2.4 and deliver data in accordance with CDRLs A001 and A002.

## 4.2 RESOURCE INFORMATION

4.2.1 The contractor shall:

- Ensure the Code 25 Laboratory Web Page, provided as GFI 6.2.4, reflects the current operational status of the laboratory
- Monitor the status of all laboratory and laboratory support infrastructure equipment in accordance with Applicable Document 3.1
- Act as the central point of contact for all laboratory operations and maintenance activities

4.2.2 The contractor shall:

- Using GFI 6.2.4, initiate Trouble Calls in response to laboratory problems and modification requests impacting laboratory infrastructure (IT, Office, Telephone, Power, Cooling) with cognizant NMCI, NUWC DIVNPT, and NAVFAC personnel

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 20 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Collate and disseminate information regarding Laboratory Tours and Program Reviews using GFI 6.1.10

4.2.3 The contractor shall:

- Gather laboratory resource utilization/projections from the user community via electronic or hard copy form
- Using the Code 25 Laboratory Web Page provided as GFI 6.2.4 prepare weekly laboratory time schedules and variance reports and distribute them per GFI 6.1.11 and 6.2.4

4.2.4 Deliverable: The contractor shall document laboratory status on the Code 25 Laboratory Web Page provided as GFI 6.2.4 and deliver data in accordance with CDRL A001.

#### 4.3 LABORATORY MODIFICATION AND UPGRADE SUPPORT

4.3.1 The contractor shall:

- Perform engineering evaluations for all approved changes provided as GFI 6.1.3 and 6.1.4 and assess impacts to the laboratories
- In accordance with Applicable Documents 3.1 and 3.2, prepare engineering data packages as GFI 6.1.3 which shall include description of change, drawing package, list of material required to complete the job, facility changes and estimated cost data

4.3.2 The contractor shall:

- Analyze expanded laboratory operational requirements using as GFI 6.1.3 and 6.1.4, such as ventilation, air conditioning, heating, cooling, water, lighting, and power
- Assess current laboratory infrastructure's capability using as GFI 6.1.3 and 6.1.4, to support the requirements of the expanded facility

4.3.3 The contractor shall:

- Update and maintain laboratory and support area drawings which include: laboratory equipment layout and facility drawings provided as GFI 6.1.2; TEMPALT and OPALT drawings provided as GFI 6.1.4; and single line and system level drawings provided as GFI 6.1.7

4.3.4 The contractor shall:

- Configure and modify laboratory Tactical and Commercial Equipment, Racks, and Components in preparation for laboratory test events using GFI 6.1.3 and applicable GFM (cables, connectors, slides)
- Design, fabricate, and install laboratory upgrades using GFI 6.1.3 and 6.1.4 and applicable GFM (cables, connectors, hoses, equipment support components)

4.3.5 The contractor shall:

- Provide SSN, SSBN, and SSGN hardware/software interface testing (System, Subsystem, and Equipment) subject matter expertise to laboratory users. The interfaces that are tested include: equipment that is, or may become, part of a subsystem; and subsystems that are, or may become, part of a system

4.3.6 The contractor shall:

- Perform engineering evaluations of SSN, SSBN, and SSGN tactical changes provided as GFI 6.1.3 and 6.1.4 to assess the impact to Maintenance, Technical, Configuration Management, and Logistics Documentation baselines provided as GFI 6.1.5 applicable to the laboratory and Submarine Fleet

4.3.7 The contractor shall:

- In accordance with Applicable Documents 3.1 and 3.2, perform incoming and outgoing inspections on all equipment delivered to the laboratories, provide pass/fail criteria and analysis to the Government acceptor and document the delivered status via GFI 6.2.4

4.3.8 The contractor shall:

- Perform SSN, SSBN, and SSGN equipment configuration and verification testing. Final configuration and verification testing may be performed on site (Submarine or Shore Site)
- Post results on the Code 25 Laboratory Web Page, provided as GFI 6.2.4

4.3.9 Deliverable: The contractor shall document these tasks on the Code 25 Laboratory Web Page provided as GFI

6.2.4 and deliver data in accordance with CDRL A002.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 21 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

#### 4.4 MEDIA CENTER OPERATIONS

4.4.1 The contractor shall:

- Load operational programs into laboratory tactical and support equipment for laboratory users per GFI 6.1.12 and 6.2.4
- Perform tactical and support system backups per GFI 6.1.9

4.4.2 The contractor shall:

- Distribute, track, maintain, and declassify media used in the laboratories in accordance with Applicable Document 3.3 and GFI 6.2.4
- In accordance with GFI 6.1.8, distribute media generated in the laboratories to Submarines and Shore Sites

4.4.3 The contractor shall:

- Maintain and update, as change pages/redlines, hard copies of Maintenance, Technical, Configuration Management, and Logistics Documentation provided as GFI 6.1.5 pertinent to laboratory operations and maintenance

4.4.4 Deliverable: The contractor shall document these tasks on the Code 25 Laboratory Web Page provided as GFI

6.2.4 and deliver data in accordance with CDRL A002.

#### 4.5 MECHANICAL SUPPORT

4.5.1 The contractor shall:

- Using GFI 6.1.3 and 6.1.4 and applicable GFM (cables, connectors, slides), fabricate, modify, install, and repair cables/fibers and assemblies associated with the installation, upgrade, maintenance, and operation of SSN, SSBN, and SSGN laboratories

4.5.2 The contractor shall:

- Using GFI 6.1.3 and applicable GFM (equipment support components), fabricate, modify, install, and repair laboratory equipment brackets, components and assemblies associated with the installation, upgrade, maintenance, and operation of SSN, SSBN, and SSGN laboratories

4.5.3 The contractor shall:

- Using GFI 6.1.3 and applicable GFM (connectors, hoses, electronic components), fabricate, modify, install, and repair Electronic Auxiliary Fresh Water (EAFW)/Water Cooled equipment and assemblies which are not under the purview of NAVFAC but are associated with the installation, upgrade, maintenance, and operation of SSN, SSBN, and SSGN laboratories
- Flush and Purge EAFW/Water Cooled equipment in support of laboratory equipment installation, relocation, and removal per GFI 6.2.4

4.5.4 Deliverable: The contractor shall document these tasks on the Code 25 Laboratory Web Page provided as GFI

6.2.4 and deliver data in accordance with CDRL A001.

#### 4.6 MATERIAL SUPPORT

4.6.1 The contractor shall:

- Using GFI 6.2.3, investigate availability/compatibility of parts used in the laboratory and advise Government personnel if parts are available via Government sources

4.6.2 The contractor shall:

- Store material in Code 25 laboratory supply areas; and issue materials, per GFI 6.2.4, for laboratory equipment upgrades or repairs required to maintain the operations of Code 25 laboratories
- Maintain inventory status using the current Government Database provided as GFI 6.2.1 or as replaced by GFI 6.2.2

#### 5.0 PROGRESS REPORTS

The contractor shall submit Monthly Progress and Financial Reports IAW Clause C16S. These reports shall document the technical and financial status.

#### 6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

6.1 The Government shall provide the contractor the following information as GFI:

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 22 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6.1.1 Code 25 Laboratory Operating Procedures

6.1.2 Laboratory and Support Area Drawings

6.1.3 Engineering Changes, for example, ECs, PECPs, TECs, ITECs

6.1.4 TEMPALTS\OPALTS

6.1.5 Maintenance, Technical, Configuration Management, and Logistics Documentation

6.1.6 Interface Test Documents and Procedures

6.1.7 Single Line and System Level Drawings

6.1.8 Distribution Requests

6.1.9 Backup Schedules

6.1.10 Laboratory Tour Schedules and Program Review Agendas

6.1.11 Distribution List

6.1.12 Scheduling Requests

6.2 The Government shall provide access to the following databases for use in the performance of the stated requirements:

6.2.1 ILSMIS – Industrial Logistics Support Management Information System

6.2.2 ERP – Enterprise Resource Planning

6.2.3 HAYSTACK Information Handling Services

6.2.4 Code 25 Laboratory Web Page (Work Requests, Passdown Log, Schedules, and Procedures)

## 7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost.

Technical quality will be evaluated against the specific performance standards identified in task paragraphs.

Responsiveness will be evaluated based upon the government 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 negotiated costs.

**The following Clauses are incorporated by Full Text:**

### **HQ C-1-0001 ITEM(S) 4000 and 7000 - DATA REQUIREMENTS (NAVSEA)(SEP 1992)**

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

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software



CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 23 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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

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

**HQ C-2-0015 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

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 24 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 (NAVSEA)(SEP 2009)**

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

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

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

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

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

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

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

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

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 25 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

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

(a) Definitions.

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

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

(b) Requirements.

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

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

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

#### **C16S COST AND PERFORMANCE REPORTING (NOV 2011)**

(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 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: [Ecrafft.nuwc.npt.fct@navy.mil](mailto:Ecrafft.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 Clause HQ G-2-0007.

(2) Format.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 26 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 NUWCDIVNPT Code 59.

(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>

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 27 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 NACLC.

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 NUWCDIVNPT 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 NUWCDIVNPT site. This document is available at: [http://www.navsea.navy.mil/nuwc/newport/docs/EMS\\_EnvPolicy1.pdf](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 NUWCDIVNPT 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 NUWCDIVNPT 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](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, NUWCDIVNPT, 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>

(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.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 28 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**C57S EXCEPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY  
ACCESSIBILITY  
REQUIREMENTS (JUN 2001)**

- (a) The Government has determined that this procurement is an exception to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194).
- (b) Notwithstanding that an exception exists, the Contractor may furnish items or services provided under this order that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 29 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## 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: \_\_\_\_\_  
(Name of Individual Sponsor)  
\_\_\_\_\_  
(Name of Requiring Activity)  
\_\_\_\_\_  
(City and State)

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 30 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **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**

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



CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 31 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

4100	9/26/2013 - 9/25/2014
4200	9/26/2013 - 9/25/2014
4300	9/26/2013 - 9/25/2014
4400	12/11/2013 - 9/25/2014
4500	4/23/2014 - 9/30/2014
4600	9/26/2013 - 9/25/2014
4700	9/26/2013 - 9/25/2014
6100	9/26/2013 - 9/25/2014
6200	9/26/2013 - 9/25/2014
6300	9/26/2013 - 9/25/2014
6400	12/11/2013 - 9/25/2014
6500	4/23/2014 - 9/30/2014
6600	9/26/2013 - 9/25/2014
6700	9/26/2013 - 9/25/2014
7100	9/26/2014 - 9/25/2015
7101	6/30/2016 - 9/25/2016
7200	9/26/2014 - 9/25/2015
7201	9/26/2015 - 9/25/2016
7300	9/26/2014 - 9/25/2015
7301	9/26/2015 - 9/25/2016
7400	9/26/2014 - 9/25/2015
7401	3/29/2016 - 9/25/2016
7600	9/26/2014 - 9/25/2015
7601	9/26/2015 - 9/25/2016
7700	9/26/2014 - 9/25/2015
7701	3/7/2016 - 9/25/2016
7800	9/26/2016 - 9/25/2017
7801AA	9/26/2016 - 9/25/2017
7801AB	9/26/2016 - 9/25/2017
7801AC	9/26/2016 - 9/25/2017
7801AD	9/26/2016 - 9/25/2017
7801AE	9/26/2016 - 9/25/2017
7801AF	9/26/2016 - 9/25/2017
7801AG	9/26/2016 - 9/25/2017
7801AH	9/26/2016 - 9/25/2017
7801AJ	9/26/2016 - 9/25/2017
7801AK	9/26/2016 - 9/25/2017
7801AL	9/26/2016 - 9/25/2017
9100	9/26/2014 - 9/25/2015
9101	6/30/2016 - 9/25/2016
9200	9/26/2014 - 9/25/2015

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 32 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

9201	9/26/2015 - 9/25/2016
9300	9/26/2014 - 9/25/2015
9301	9/26/2015 - 9/25/2016
9400	9/26/2014 - 9/25/2015
9401	3/29/2016 - 9/25/2016
9600	9/26/2014 - 9/25/2015
9601	9/26/2015 - 9/25/2016
9700	9/26/2014 - 9/25/2015
9701	3/7/2016 - 9/25/2016
9800	9/26/2016 - 9/25/2017
9801AA	9/26/2016 - 9/25/2017
9801AB	9/26/2016 - 9/25/2017
9801AC	9/26/2016 - 9/25/2017
9801AD	9/26/2016 - 9/25/2017
9801AE	9/26/2016 - 9/25/2017
9801AF	9/26/2016 - 9/25/2017
9801AG	9/26/2016 - 9/25/2017

**NOTE: The above table is system generated. In the case of any conflict between the above table and Clause HQ F-1-0003 below, Clause HQ F-1-0003 governs.**

**The following Clauses are incorporated by Full Text:**

**HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES**

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

CLIN	Funding Type	Base or Option #	Performance Period
4100 & 6100	RDT&E	Base	9/26/2013 - 9/25/2014
4200 & 6200	O&M,N	Option 1	9/26/2013 - 9/25/2014
4300 & 6300	OPN	Option 2	9/26/2013 - 9/25/2014
4400 & 6400	SCN	Option 3	12/11/2013 - 9/25/2014
4500 & 6500	SPDP	Option 4	4/23/2014 - 9/30/2014
4600 & 6600	SCC	Option 5	9/26/2013 - 9/25/2014*
4700 & 6700	NWCF	Option 6	9/26/2013 - 9/25/2014
7100 & 9100	RDT&E	Option 7	9/26/2014 - 9/25/2015
7200 & 9200	O&M,N	Option 8	9/26/2014 - 9/25/2015
7300 & 9300	OPN	Option 9	9/26/2014 - 9/25/2015
7400 & 9400	SCN	Option 10	9/26/2014 - 9/25/2015*
7500 & 9500	SPDP	Option 11	9/26/2014 - 9/25/2015*
7600 & 9600	SCC	Option 12	9/26/2014 - 9/25/2015
7700 & 9700	NWCF	Option 13	9/26/2014 - 9/25/2015
7101 & 9101	RDT&E	Option 14	6/30/2016 - 9/25/2016*
7201 & 9201	O&M,N	Option 15	9/26/2015 - 9/25/2016
7301 & 9301	OPN	Option 16	9/26/2015 - 9/25/2016
7401 & 9401	SCN	Option 17	3/29/2016 - 9/25/2016
7501 & 9501	SPDP	Option 18	9/26/2015 - 9/25/2016*

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 33 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7601 & 9601	SCC	Option 19	9/26/2015 - 9/25/2016
7701 & 9701	NWCF	Option 20	3/07/2016 - 9/25/2016
7800 & 9800	ALL	Option 21	9/26/2016 - 9/25/2017

\*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 timeframe commensurate with the exercise of the option for a period not to exceed 12 months.

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

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

**F30S PLACE OF PERFORMANCE (APR 2005)**

Work will be performed at NUWCDIVNPT or the Contractor's facility.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 34 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

**NOTE TO THE PAYMENT OFFICE - DFARS PGI 204.7108(d)(2)**

**DFARS 252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)**

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

### **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.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 35 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Management at <https://www.acquisition.gov>; and

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

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

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

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

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

COST VOUCHER

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

NOT APPLICABLE

(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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ 0337
Issue By DoDAAC	N66604
Admin DoDAAC	S2206A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N66604
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA610
Other DoDAAC(s)	Not Applicable

(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

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 36 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

[REDACTED]

(g) WAWF point of contact.

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

[REDACTED]

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

### **G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 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]

(d) The Task Order Negotiator is:

[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]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

(g) The Contractor's Representative is:

[REDACTED]

[REDACTED]

[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 Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering 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]

Accounting Data

SLINID	PR Number	Amount
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

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

[REDACTED]  
[REDACTED]

[REDACTED]

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

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

[REDACTED]  
[REDACTED]

[REDACTED]

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

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

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

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

[REDACTED]  
[REDACTED]

[REDACTED]

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

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

[REDACTED]  
[REDACTED]

[REDACTED]

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

[REDACTED] [REDACTED] [REDACTED]



[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

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

[REDACTED]  
[REDACTED]

[REDACTED]

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

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

[REDACTED]  
[REDACTED]

[REDACTED]

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

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

[REDACTED]  
[REDACTED]

[REDACTED]

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

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

[REDACTED]  
[REDACTED]

[REDACTED]

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

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

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

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

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

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

[REDACTED]  
[REDACTED]

[REDACTED]

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

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

[REDACTED]  
[REDACTED]

[REDACTED]

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

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

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

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

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

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

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 53 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that [REDACTED] man-hours are uncompensated effort.

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

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

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

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 54 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

**5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (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 \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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

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

Phone: (951) 898-3207  
Fax: (951) 898-3250  
Internet: <http://www.gidep.org>

**5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF



FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

SLIN	ESTIMATED ALLOTTED TO COST	ESTIMATED ALLOTTED TO FEE	TOTAL AMOUNT ALLOTTED	ESTIMATED PERIOD OF PERFORMANCE
410001	██████████	██████████	██████████	9/26/2013-9/25/2014
610001	██████████	██████████	██████████	9/26/2013-9/25/2014
410002	██████████	██████████	██████████	9/26/2013-9/25/2014
610002	██████████	██████████	██████████	9/26/2013-9/25/2014
420001	██████████	██████████	██████████	9/26/2013-9/25/2014
620001	██████████	██████████	██████████	9/26/2013-9/25/2014
430001	██████████	██████████	██████████	9/26/2013-9/25/2014
630001	██████████	██████████	██████████	9/26/2013-9/25/2014
430002	██████████	██████████	██████████	9/26/2013-9/25/2014
630002	██████████	██████████	██████████	9/26/2013-9/25/2014
430003	██████████	██████████	██████████	9/26/2013-9/25/2014
430004	██████████	██████████	██████████	9/26/2013-9/25/2014
630003	██████████	██████████	██████████	9/26/2013-9/25/2014
430005	██████████	██████████	██████████	9/26/2013-9/25/2014
630004	██████████	██████████	██████████	9/26/2013-9/25/2014
460001	██████████	██████████	██████████	9/26/2013-9/25/2014
660001	██████████	██████████	██████████	9/26/2013-9/25/2014
460002	██████████	██████████	██████████	9/26/2013-9/25/2014
660002	██████████	██████████	██████████	9/26/2013-9/25/2014
460003	██████████	██████████	██████████	9/26/2013-9/25/2014
660003	██████████	██████████	██████████	9/26/2013-9/25/2014
460004	██████████	██████████	██████████	9/26/2013-9/25/2014
660004	██████████	██████████	██████████	9/26/2013-9/25/2014

460005				9/26/2013-9 /25/2014
660005				9/26/2013-9 /25/2014
470001				9/26/2013-9 /25/2014
670001				9/26/2013-9 /25/2014
430006				Effective date of modification 01 -9/25/2014
440001				Effective date of modification 01 -9/25/2014
630005				Effective date of modification 01 -9/25/2014
640001				Effective date of modification 01 -9/25/2014
410003				Effective date of modification 02 -9/25/2014
410004				Effective date of modification 02 -9/25/2014
420002				Effective date of modification 02 -9/25/2014
470002				Effective date of modification 02 -9/25/2014
610003				Effective date of modification 02 -9/25/2014
610004				Effective date of modification 02 -9/25/2014
620002				Effective date of modification 02 -9/25/2014
670002				Effective date of modification 03 -9/25/2014
410005				Effective date of modification 02 -9/25/2014
420003				Effective date of modification 03 -9/25/2014
430007				Effective date of modification 03

				-9/25/2014
430008	██████████	██████████	██████████	Effective date of modification 03 -9/25/2014
470003	██████████	██████████	██████████	Effective date of modification 03 -9/25/2014
610005	██████████	██████████	██████████	Effective date of modification 03 -9/25/2014
620003	██████████	██████████	██████████	Effective date of modification 03 -9/25/2014
630006	██████████	██████████	██████████	Effective date of modification 03 -9/25/2014
630007	██████████	██████████	██████████	Effective date of modification 03 -9/25/2014
670003	██████████	██████████	██████████	Effective date of modification 03 -9/25/2014
450001	██████████	██████████	██████████	Effective date of modification 05 -9/30/2014
450002	██████████	██████████	██████████	Effective date of modification 05 -9/30/2014
450003	██████████	██████████	██████████	Effective date of modification 05 -9/30/2014
650001	██████████	██████████	██████████	Effective date of modification 05 -9/30/2014
650002	██████████	██████████	██████████	Effective date of modification 05 -9/30/2014
650003	██████████	██████████	██████████	Effective date of modification 05 -9/30/2014
460006	██████████	██████████	██████████	Effective date of modification 06 -09/25/2014
460007	██████████	██████████	██████████	Effective date of modification 06 -09/25/2014
660006	██████████	██████████	██████████	Effective date of modification 06 -09/25/2014
420004	██████████	██████████	██████████	Effective date of modification 06 -09/25/2014

620004				Effective date of modification 06 - 09/25/2014
430009				Effective date of modification 06 - 09/25/2014
630008				Effective date of modification 06 - 09/25/2014
440002				Effective date of modification 07 - 09/25/2014
640002				Effective date of modification 07 - 09/25/2014
430010				Effective date of modification 07 - 09/25/2014
430011				Effective date of modification 07 - 09/25/2014
430012				Effective date of modification 07 - 09/25/2014
630009				Effective date of modification 07 - 09/25/2014
430013				Effective date of modification 08 - 09/25/2014
630010				Effective date of modification 08 - 09/25/2014
720001				9/26/2014-9/25/2015
920001				9/26/2014-9/25/2015
730001				9/26/2014-9/25/2015
930001				9/26/2014-9/25/2015
710001				9/26/2014-9/25/2015
710002				9/26/2014-9/25/2015
730002				9/26/2014-9/25/2015
760001				9/26/2014-9/25/2015
760002				9/26/2014-9/25/2015
760003				9/26/2014-9/25/2015
760004				9/26/2014-9/25/2015
910001				9/26/2014-9/25/2015
910002				9/26/2014-9/25/2015
930002				9/26/2014-9/25/2015
960001				9/26/2014-9/25/2015
960002				9/26/2014-9/25/2015
960003				9/26/2014-9/25/2015
960004				9/26/2014-9/25/2015
730003				9/26/2014-9/25/2015

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 59 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

740001				9/26/2014-9/25/2015
770001				9/26/2014-9/25/2015
930003				9/26/2014-9/25/2015
940001				9/26/2014-9/25/2015
970001				9/26/2014-9/25/2015
770002				Effective date of mod 12- 9/25/2015
970002				Effective date of mod 12- 9/25/2015
970003				Effective date of mod 12- 9/25/2015
730004				Effective date of modification 13 - 9/25/2015
730005				Effective date of modification 13 - 9/25/2015
930004				Effective date of modification 13 - 9/25/2015
930005				Effective date of modification 13 - 9/25/2015
720002				Effective date of MOD 14 - 09/25/2015
920002				Effective date of MOD 14 - 09/25/2015
730006				Effective date of modification 15 - 9/25/2015
930006				Effective date of modification 15 - 9/25/2015
730007				Effective date of modification 16 - 9/25/2015
730008				Effective Date of modification 17 - 9/25/2015
760005				Effective Date of modification 18 - 9/25/2015
760006				Effective Date of modification 18 - 9/25/2015
960005				Effective Date of modification 18 - 9/25/2015
720003				Effective date of MOD 19 - 09/25/2015
920003				Effective date of MOD 19 - 09/25/2015
740002				Effective Date of Modification 20 - 9/25/2015

940002				Effective Date of Modification 20 - 9/25/2015
730009				Effective Date of Modification 20 - 9/25/2015
930007				Effective Date of Modification 20 - 9/25/2015
740003				Effective Date of Modification 21 - 9/25/2015
940003				Effective Date of Modification 21 - 9/25/2015
730010				Effective Date of Modification 22 - 9/25/2015
730011				Effective Date of Modification 22 - 9/25/2015
930008				Effective Date of Modification 22 - 9/25/2015
930009				Effective Date of Modification 22 - 9/25/2015
710003				Effective Date of Modification 23 - 9/25/2015
910003				Effective Date of Modification 23 - 9/25/2015
760007				Modification 24 - 9/25/2015
720101				9/26/2015 - 9/25/2016
920101				9/26/2015 - 9/25/2016
730101				9/26/2015 - 9/25/2016
730102				9/26/2015 - 9/25/2016
930101				9/26/2015 - 9/25/2016
930102				9/26/2015 - 9/25/2016
730103				9/26/2015 - 9/25/2016
930103				9/26/2015 - 9/25/2016
760101				9/26/2015 - 9/25/2016
760102				9/26/2015 - 9/25/2016
760103				9/26/2015 - 9/25/2016
760104				9/26/2015 - 9/25/2016
960101				9/26/2015 - 9/25/2016
960102				9/26/2015 - 9/25/2016
960103				9/26/2015 - 9/25/2016
960104				9/26/2015 - 9/25/2016
730104				Effective Date of Mod 29 - 9/25/2016

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 61 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

930104				Effective Date of Mod 29 - 9/25/2016
730105				Effective Date of Mod 30 - 9/25/2016
930105				Effective Date of Mod 30 - 9/25/2016
770101				Effective Date of Mod 31 - 9/25/2016
970101				Effective Date of Mod 31 - 9/25/2016
740101				03/29/16-09/25/16
940101				03/29/16-09/25/16
720102				Effective Date of Mod 33 -09/25/16
730106				Effective Date of Mod 33 -09/25/16
920102				Effective Date of Mod 33 -09/25/16
930106				Effective Date of Mod 33 -09/25/16
730009				N/A
730010				N/A
730107				Effective Date of Mod 34 - 09/25/16
930107				Effective Date of Mod 34 - 09/25/16
710101				Effective Date of Mod 35- 09/25/16
730108				Effective Date of Mod 35- 09/25/16
730109				Effective Date of Mod 35- 09/25/16
910101				Effective Date of Mod 35- 09/25/16
930108				Effective Date of Mod 35- 09/25/16
930109				Effective Date of Mod 35- 09/25/16
760105				Effective Date of Mod 36- 09/25/16
760106				Effective Date of Mod 36- 09/25/16
760107				Effective Date of Mod 36- 09/25/16
960105				Effective Date of Mod 36- 09/25/16
720103				Effective Date of Mod 37- 09/25/16
920103				Effective Date of Mod 37- 09/25/16

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 62 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs **7801AA, 7801AB, 7801AC, 7801AD, 7801AE, 7801AF, 7801AG, 7801AH, 7801AJ, 7801AK, 7801AL, 9801AA, 9801AB, 9801AC, 9801AD, 9801AE, 9801AF and 9801AG** are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded

CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

**5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

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

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

**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.

**5252.242-9115 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



CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 63 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

#### **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.

#### **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 #: 2005-2467                      Revision: 17 (as of 12/29/2015)                      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:

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? Example: 1994-2104; or 1994-2114. NO

The site will provide the appropriate WD.

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 64 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## 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:

- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
  - 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
  - 52.219-14 Limitations on Subcontracting (DEC 1996)
  - 52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)
  - 52.222-3 Convict Labor (JUN 2003)
  - 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)
  - 52.222-54 Employment Eligibility Verification (JAN 2009)
  - 52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)
  - 52.223-18 Contractor Policy to Ban Text Messaging While Driving (SEP 2010)
  - 52.224-1 Privacy Act Notification (Apr 1984)
  - 52.224-2 Privacy Act (Apr 1984)
  - 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (SEP 2010)
  - 52.227-1 Authorization and Consent (DEC 2007)
  - 52.232-20 Limitation of Cost (APR 1984)
  - 52.232-22 Limitation of Funds (APR 1984)
  - 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
  - 52.244-2 Subcontracts (OCT 2010)
- fill ins:
- (d) Any Subcontractor performing part of the level of effort not approved at award as listed in paragraph (j)
  - (j) Lockheed Martin MST, Lockheed Martin GTL, Gryphon Technologies, and Booz Allen Hamilton
- 52.244-6 Subcontracts for Commercial Items (DEC 2010)
  - 52.251-1 Government Supply Sources (AUG 2010)
  - 52.246-23 Limitation of Liability (FEB 1997)
  - 52.246-25 Limitation of Liability-Services (FEB 1997)

### b. DFARs:

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 65 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

**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 (FEB 2011)**

**252.245-7002 Reporting Loss of Government Property (FEB 2011)**

**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 (JAN 2011)**

(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 at <http://www.ccr.gov> .

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will 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) (i) 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.

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

**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.

**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	CLIN	Fund Type	Exercise Date -
--------	------	-----------	-----------------

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 66 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

#			No Later Than
1	4200 & 6200	O&M,N	N/A (Awarded)
2	4300 & 6300	OPN	N/A (Awarded)
3	4400 & 6400	SCN	12/31/2013
			N/A (Awarded)
4	4500 & 6500	SPDP	
5	4600 & 6600	SCC	N/A (Awarded)
6	4700 & 6700	NWCF	N/A (Awarded)
7	7100 & 9100	RDT&E	10/1/2014
8	7200 & 9200	O&M,N	10/1/2014
9	7300 & 9300	OPN	10/1/2014
10	7400 & 9400	SCN	10/1/2014
11	7500 & 9500	SPDP	10/1/2014
12	7600 & 9600	SCC	10/1/2014
13	7700 & 9700	NWCF	10/1/2014
14	7101 & 9101	RDT&E	10/1/2015
15	7201 & 9201	O&M,N	10/1/2015
16	7301 & 9301	OPN	10/1/2015
17	7401 & 9401	SCN	10/1/2015
18	7501 & 9501	SPDP	10/1/2015
19	7601 & 9601	SCC	10/1/2015
20	7701 & 9701	NWCF	10/1/2015
21	7800 & 9800	ALL	9/26/2016

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, but excluding the exercise of any option under Clause 52.217-8 "Option to Extend Services", shall not exceed three (3) 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 -

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 67 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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>

CONTRACT NO. N00178-05-D-4455	DELIVERY ORDER NO. N403	AMENDMENT/MODIFICATION NO. 39	PAGE 68 of 68	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

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

Attachment 1: DD Form 254, Contract Security Classification Specification, Revision No. 1, dated 20160822

Attachment 2: Government Property Made Available Form (GFP)