

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
P000053. EFFECTIVE DATE
26-Jun-20174. REQUISITION/PURCHASE REQ. NO.
13006486825. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N66604

7. ADMINISTERED BY (If other than Item 6)

CODE

S2206A

NUWC, NEWPORT DIVISION
1176 Howell Street, Building 1258
Newport RI 02841-1708

DCMA BOSTON
495 SUMMER STREET
BOSTON MA 02210-2138

SCD: C

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

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7834 / N6660417F3000

10B. DATED (SEE ITEM 13)

27-Mar-2017

CAGE CODE
1P0F9

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

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

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

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

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

26-Jun-2017

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

DISTRIBUTION: [REDACTED]

NUWCDIVNPT Control #: 172799

NUWCDIVNPT Requisition #: 1300648682 and 1300650317

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

This modification incorporates by reference Technical Instructions:

1. **TI-JA-02**
2. **TI-JA-03**

The purpose of this modification is to provide additional funding.

SECTION B –

The following SLINs are obligated pursuant to 10 U S C 2410a and the appropriate approval documentation is located in the task order file.

Funding Document #	SLIN#s	2410a Approval date:
N0002417WX01827	7101AR	2017 June 16
N0002417WX01827	7101AS and 9101AP	2017 June 20

1. Establish new Priced SLINs as follows: 7101AR, 7101AS and 9101AP .
2. Shift ceiling and hours from CLIN 7100 to newly established Priced SLINs: 7101AR and 7101AS.
3. Shift ceiling and hours from CLIN 9100 to newly established Priced SLIN: 9101AP.

SECTION F -

1. The Period of Performance for Priced SLINs: 7101AR, 7101AS and 9101AP are added.

SECTION G -

1. Accounting and Appropriation Data LLAs: AR/7101AR, AS/7101AS and AS/9101AP are added by this modification.

All other task order terms and conditions remain unchanged.

The conformed Task Order can be found in EDA and the SeaPort-e.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

7000 Services in support of NUWCDIVNPT Code 25 pertaining to the development, integration, test and evaluation, modernization, and sustainment of the In-Service LOS ANGELES, OHIO, SEAWOLF, and VIRGINIA Class Fleet. ████████

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R499	████████████████████ ████████████████████ ████████████████████	██████	█	████████	████████	████████
7101		████████████████████ ████████████████████					████████████████████
7101AA	R499	████████████████████ ████████████████████ ████████████████████	██████	█	████████	████████	████████
7101AB	R499	████████████████████ ████████████████████ ████████████████████ ████████████████████	██████	█	████████	████████	████████
7101AC	R499	████████████████████ ████████████████████ ████████████████████	██████	█	████████	████████	████████
7101AD	R499	████████████████████ ████████████████████ ████████████████████	██████	█	████████	████████	████████
7101AE	R499	████████████████████ ████████████████████ ████████████████████	██████	█	████████	████████	████████
7101AF	R499	████████████████████ ████████████████████ ████████████████████ ████████████████████	██████	█	████████	████████	████████
7101AG	R499	████████████████████ ████████████████████ ████████████████████ ████████████████████	██████	█	████████	████████	████████

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		[REDACTED]					
7200	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
7300	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
7400	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					
7500	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		[REDACTED]			[REDACTED]
		[REDACTED]			
9100	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9101		[REDACTED]			[REDACTED]
9101AA	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9101AB	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9101AC	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9101AD	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AE	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AF	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AG	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AH	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AJ	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AK	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AL	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AM	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AN	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9101AP	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9200	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9300	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9400	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9500	R499	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

FEE TABLE (JUL 2012)

Labor CLIN	Fee/Hour	Fee %
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7100 & 7101 Total Priced SLINs	██████	██████
7200 & 7201 Total Priced SLINs	██████	██████
7300 & 7301 Total Priced SLINs	██████	██████
7400 & 7401 Total Priced SLINs	██████	██████
7500 & 7501 Total Priced SLINs	██████	██████

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This entire contract is cost type.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

(In-Service SSN, SSBN, and SSGN Platform Services)

1.0 BACKGROUND

The Naval Undersea Warfare Center Division, Newport, (NUWC DIVNPT) Undersea Warfare Combat Systems Department (Code 25) provides the requisite platform engineering, technical, test and evaluation (T&E), and programmatic services for the development, evaluation, modernization, and sustainment of In-Service LOS ANGELES, OHIO, SEAWOLF, and VIRGINIA Class submarines. Current applicable systems include SSN, SSBN, and SSGN Non-Propulsion Electronics Systems (NPES); along with associated subsystems.

2.0 SCOPE

The Contractor shall provide technical services pertaining to the development, integration, test and evaluation, modernization, and sustainment of the In-Service LOS ANGELES, OHIO, SEAWOLF, and VIRGINIA Class Fleet. The services shall be provided to SSN, SSBN, and SSGN Non-Propulsion Electronics Systems (NPES), associated subsystems, and Hull, Mechanical and Electrical components.

The scope of this requirement includes Concept Development and System Requirements Review, Design and Analysis, Interface Definition, Platform Integration, Test and Evaluation, Fleet and Laboratory Installations, Obsolescence Investigation, Programmatic Technical Services, and Fleet Technical Services

The Contractor shall provide technical services in support of NUWC DIVNPT Code 25 programs. Program Sponsors include: Program Executive Office, Submarines (PEO SUB PMS 392, PMS 394, PMS 399, PMS 401, PMS 425, PMS 435, PMS 450); Commander, Submarine Force Pacific (COMSUBPAC); Commander, Submarine Force Atlantic (COMSUBLANT); Space and Naval Warfare Systems Command (SPAWAR); Strategic Systems Programs (SSP); Naval Supply Systems Command, and Naval Surface Warfare Center. The funding types applicable to this effort include Working Capital Fund (WCF); Research Development Test and Evaluation (RDT&E); Other Procurement, Navy (OPN); Shipbuilding and Conversion, Navy (SCN); Operations and Maintenance, Navy (O&MN); Service Cost Center (SCC); and Special Deposit (SPDP).

The services performed under this Statement of Work shall be performed at NUWC DIVNPT, the Contractor's facility, or other locations, as required by the Statement of Work (SOW) and specified in individual Technical Instructions (TIs). Anticipated locations include submarine bases, shipyards, and laboratories at the following locations: Newport News, VA; Norfolk, VA; Manassas, VA; Washington, DC; Groton, CT; New London, CT; Newport, RI; Kings Bay, GA; Pearl Harbor, HI; Bangor, WA; and San Diego CA.

The tasks specified in Section 4.0 are within the scope of SeaPort-e Basic Contract paragraphs 3.1, 3.2, 3.3, 3.4, 3.5, 3.7, 3.14, 3.19, and 3.20.

Deep Submergence Systems Scope of Certification (DSS-SOC) Certification per Note 5000 DSS-SOC is required to perform DSS-SOC work detailed in paragraph 4.2.4.

3.0 APPLICABLE DOCUMENTS

The following standards, specifications, and instructions apply to this requirement:

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3.1	MIL-HDBK-454B General Guidelines for Electronic Equipment, 15 April 2007
3.2	MIL-STD-961D DoD Standard Practice for Defense Specifications, 22 March 1995
3.3	MIL-STD-31000A DoD Standard Practice Technical Data Packages, 26 February 2013
3.4	ASME Y14.100 Engineering Drawing Packages, 30 July 2013
3.5	SSP INSTRUCTION 8822.7E Policies and Procedures for SSP Coordination Documents, 05 February 2010

4.0 REQUIREMENTS

The Contractor shall provide technical services as detailed in the following tasks for all Programs and platforms discussed in Section 2.0. The following tasks shall be accomplished in accordance with Applicable Documents identified in Section 3.0, using Government Furnished Information (GFI) identified in Section 5.0, and as specified in individual Technical Instructions (TIs).

4.1 Engineering

- 4.1.1 In accordance with Applicable Documents 3.1 and 3.2 thru 3.4, using GFI 5.1 thru 5.4, 5.7, and 5.16 thru 5.21, the Contractor shall develop feasibility studies, design and operational concepts; technical specification inputs; trade-off analyses; technical evaluations of emerging technologies, capabilities, functionalities; equipment and component obsolescence and availability research; risk and issue assessments including recommending risk, issue priorities and resolutions for NPES and Undersea Warfare (USW) Platform systems and sub-systems. The analyses, evaluations, research, and assessments shall be provided to the Government for final determination.
- 4.1.2 In accordance with Applicable Documents 3.1, 3.2, and 3.5, using GFI 5.1 thru 5.21, the Contractor shall review planning documentation, technical documentation, and coordination drawings to evaluate compliance with Government specifications and requirements and assess design, modernization, operational, interface, Environmental Qualification Testing (EQT), integration, and maintenance impacts to applicable NPES and USW Platform plans and designs.
- 4.1.3 In accordance with Applicable Document 3.1 and 3.2, using GFI 5.1 thru 5.4, and 5.7 thru 5.21, the Contractor shall develop and update status tracking of Environmental Qualification Testing (EQT), USW Platform infrastructure services (space, power, cooling, cable plant), system safety, and Reliability, Availability, and Maintainability (RAM) for NPES and USW Platforms. The Contractor shall further investigate emergent problems, perform technical analyses and provide recommended solutions for Government final determination.
- 4.1.4 In accordance with Applicable Documents 3.1 and 3.2, using GFI 5.1 thru 5.21, the Contractor shall provide systems engineering, integration analysis, and In-Service Engineering Agent inputs and resolutions for Power Systems, Electromagnetic Interference, Electromagnetic Compatibility, Data Network design, Circuit D, and other Hull, Mechanical and Electrical (HM&E) interfaces for NPES modernization and USW Platform programs. The inputs shall be provided to the Government for final determination.
- 4.1.5 In accordance with Applicable Documents 3.1 and 3.2 thru 3.4, using GFI 5.1 thru 5.21, the Contractor shall provide technical assessments and analyses of NPES and USW Platform program technical deficiencies, issues, including information assurance considerations and provide recommended solutions for Government final determination.
- 4.1.6 In accordance with Applicable Documents 3.1 thru 3.5, using GFI 5.1 thru 5.21, the Contractor shall prepare, review, update, and provide USW Platform and NPES system documentation for Government final determination, including: requirements specifications, interface requirements specifications, change documentation, and alteration documentation. The Contractor shall

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organize the document review process by generating the document review package, distributing the document review package to the assigned reviewers, collating comments received against the package, and tracking adjudication of comments received.

- 4.1.7 In accordance with Applicable Documents 3.1 and 3.2 thru 3.4, using GFI 5.2 thru 5.21, the Contractor shall make recommendations for the design, development, and manufacture of prototype and production hardware and software components to support NPES installations. The recommendations shall be provided to the Government for final determination. After final Government determination, the Contractor shall design, develop, manufacture, upgrade and maintain prototype test tools and Simulation\Stimulation components to support laboratory, dockside, and shipboard testing. The Contractor shall prepare a Software Development Plan (SDP) for Government review and concurrence for computer software developed and maintained. The Contractor shall identify any changes, modifications, additions or substitutions to the SDP, and upon Government concurrence, update the SDP for the specific computer software.
- 4.1.8 In accordance with Applicable Documents 3.1 thru 3.5, using GFI 5.1 thru 5.22, the Contractor shall develop, review, and update NPES and USW Platform program engineering changes and system-level documentation and prepare comments and analysis relative to consistency with NAVSEA approved configuration change proposals and for completeness and accuracy in accordance with the NAVSEA Configuration Management Plans (GFI 5.12) and the Modification Standard Operating Procedures (GFI 5.13).
- 4.1.9 In accordance with Applicable Documents 3.1 thru 3.4, using GFI 5.1 thru 5.22, the Contractor shall develop NPES and USW Platform program Temporary Alterations (TEMPALT), Ship Alterations (SHIPALT), Memorandums of Understanding (MOUs) and Memorandums of Agreement (MOAs). The Contractor shall also review and provide comments and make recommendations on the completeness, accuracy, and compliance to specification of NPES and USW Platform program TEMPALTs, SHIPALTs, MOUs and MOAs. The recommendations shall be provided to the Government for final determination.
- 4.1.10 In accordance with Applicable Documents 3.1 thru 3.5, using GFI 5.1 thru 5.4, and 5.7 thru 5.21, the Contractor shall review NPES and USW Platform program Top Level Functional Requirement Documents, System Specifications, Drawings, Diagrams, Wiring Tables, and Ship System Manuals and provide comments to reflect the system-level impacts of NAVSEA approved configuration change proposals and resulting engineering configuration changes. The Contractor shall provide and maintain a functional block diagram for each submarine that is affected by these change proposals.
- 4.1.11 Using GFI 5.1, 5.4, 5.12, and 5.13, the Contractor shall develop and review NPES and USW Platform program subsystem configuration change proposals (CP) and checklists and provide comments and analysis relative to these proposals and checklist requirements. The Contractor shall also develop and provide inputs and recommendations to technical white papers that describe system engineering project plans to implement NAVSEA approved subsystem and system-level change proposals. The recommendations shall be provided to the Government for final determination.
- 4.1.12 In accordance with Applicable Documents 3.1 thru 3.4, using GFI 5.1 thru 5.5, and 5.7 thru 5.22, the Contractor shall review NPES and USW Platform program engineering changes and system-level documentation and assess TRIDENT Life Cycle Support Facility (LCSF) impacts. The Contractor shall prepare laboratory engineering data packages, for Government final determination, which shall include description of change, drawing package, list of material required to complete the job, facility changes and estimated cost data. The Contractor shall also review current material inventory levels to access the life cycle supportability of the engineering change in the LCSF.

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4.1.13 In accordance with Applicable Documents 3.1 and 3.2, thru 3.4, using GFI 5.4, 5.7, 5.9 thru 5.13, 5.19, 5.21 and 5.21, the Contractor shall investigate and evaluate Special Operation Forces (SOF) 7 Television (7TV) (including Deep Submergence System Scope of Certification (DSS SOC) equipment) operational changes, design revisions, alterations, or modifications for the following: compliance with Fleet operational, reliability, maintenance, service life, and mission requirements; impacts or risks to existing requirements and operational performance; and impacts of changes to the SOF 7TV system, technical documentation, training, material, and other logistic support elements.

Data Deliverables: The Contractor shall provide the following data deliverables for tasks under Section 4.1: Contract Data Requirements List (CDRLs) A001, A002, A003, A004, A005, A006, A007, A008, A009, and A00J.

Hardware Deliverables: The Contractor shall provide the following hardware deliverables for tasks under Section 4.1: Prototype test tools and components.

4.2 Installation, Integration, Test & Evaluation, Fleet and Laboratory

- 4.2.1 In accordance with Applicable Documents 3.1, 3.2, and 3.3, using GFI 5.1 thru 5.11, 5.15, and 5.18 thru 5.21, the Contractor shall develop, review, and update NPES and USW Platform program integration and test plans, scenarios, procedures, alterations, and tools for Government review and approval prior to use.
- 4.2.2 In accordance with Applicable Documents 3.1 thru 3.4, using GFI 5.1 thru 5.21, the Contractor shall recommend interface and testing requirements, develop test methods and equipment, perform technical analysis and generate documents to support the resolution of operational, power, Electromagnetic Interference, Electromagnetic Compatibility, Data Network Design, Circuit D, EQT, and HM&E interface related issues for NPES and USW Platforms.
- 4.2.3 In accordance with Applicable Documents 3.1, 3.2, and 3.3, using GFI 5.1 thru 5.11, and 5.17 thru 5.21, the Contractor shall recommend on-site solutions for emergent issues during the installation on submarines or shore sites of TEMPALTS, SHIPALTS or Engineering Changes for NPES and USW Platforms. The recommended solutions shall be provided to the Government for final determination. The Contractor shall reference Section 2.0 for anticipated installation locations.
- 4.2.4 In accordance with Applicable Documents 3.1 thru 3.4, using GFI 5.1 thru 5.15, and 5.18 thru 5.21, the Contractor shall install DSS SOC, NPES and USW Platform hardware and software TEMPALTs, SHIPALTs, and Engineering Changes. Installations shall be performed in laboratories, shore sites, or onboard USW Platforms. The Contractor shall reference Section 2.0 for anticipated installation locations.
- 4.2.5 In accordance with Applicable Documents 3.1 thru 3.4, using GFI 5.1 thru 5.15, and 5.18 thru 5.23, the Contractor shall conduct NPES and USW Platform program Engineering Change installations in In-Service NPES and the USW NUWCDIVNPT Code 25 TRIDENT Life Cycle Support Facility (LCSF). Installations shall include the following: perform incoming inspections on all equipment delivered to the laboratories, provide pass/fail criteria and analysis to the Government acceptor; fabricate, configure, modify and install laboratory Tactical and Commercial Equipment, Racks, Components, Cables\Fibers, and Support Structures not under the purview of NAVFAC; configure and verify the readiness of the laboratory to support test events; and perform outgoing equipment inspections and equipment preparation for shipment to laboratories, shore sites, or onboard USW Platforms.

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- 4.2.6 In accordance with Applicable Document 3.1, using GFI 5.1 thru 5.23, the Contractor shall conduct the following NPES and USW Platform program equipment activities in the TRIDENT LCSF: maintain the laboratories in a fully operational state through preventive and corrective maintenance on equipment, either resident in the laboratories or Submarine Fleet equipment that is configured and tested in the laboratories; monitor System, Subsystem, and Equipment physical performance during test events; provide system and subsystem level technical assistance to laboratory users, Fleet Personnel, and Fleet Support Personnel; and ensure the Code 25 Laboratory Web Page reflects the current operational status of the laboratories.
- 4.2.7 In accordance with Applicable Document 3.1, using GFI 5.1 thru 5.23, the Contractor shall conduct NPES and USW Platform program Developmental, Subsystem, System, Equipment, Integration, Certification, Operability, Validation, Verification, Interface, Regression, Compatibility, Longevity, and Production Test Program testing and data collection identified in integration and test plans. Test conduct shall evaluate compliance with all integration and test requirements and provide recommended system and documentation modifications for Government final determination. Integration and test events may be in laboratories, shore sites, or onboard USW Platforms in conjunction with installation events. Reference Section 2.0 for installation locations.
- 4.2.8 In accordance with Applicable Document 3.1, using GFI 5.1 thru 5.23, the Contractor shall perform NPES and USW Platform program problem investigation, re-creation, and resolution; including both distance (telephone, email, chat, and Code 25 Laboratory) and on-site (laboratories, shore sites, and on board USW Platforms)

Data Deliverables: The Contractor shall provide the following data deliverables for tasks under Section 4.2: CDRLs A001, A002, A00A, A00B, A00C, A00D, and A00E.

4.3 Programmatic

- 4.3.1 In accordance with Applicable Documents 3.1 thru 3.5, using GFI 5.1 thru 5.23, the Contractor shall prepare and provide technical data and information packages for NPES and USW Platform technical reviews; provide inputs and recommendations for planning, scheduling, reporting, and coordinating required implementing programs; update and track action item and issue resolution status. The Contractor shall update schedules of systems engineering technical reviews, document reviews, system upgrades and installations and provide for Government final determination.

Data Deliverables: The Contractor shall provide the following data deliverables for tasks under Section 4.3: CDRLs A00F, A00G and A00H.

5.0 GOVERNMENT FURNISHED INFORMATION (GFI)

5.1	Planning & Schedule Documentation
5.2	Requirements Specifications
5.3	Interface Requirements Specifications
5.4	Design Documents and Data Packages
5.5	Integration Plans & Procedures
5.6	Test Plans and Procedures & Reports
5.7	Interface Control Documents
5.8	Installation Plans & Procedures
5.9	Coordination Drawings
5.10	Alteration Documentation (e.g., TEMPALT, SHIPALT)
5.11	Change Documentation (e.g., ECI, TECI, EC, BCR)
5.12	Configuration Management Plans

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5.13	Modification Standard Operating Procedures
5.14	Risk Management Plans
5.15	System Engineering Plans
5.16	Emergent Technology Descriptions
5.17	Emergent Issue Definitions
5.18	Submarine Combat System Modernization Chart & Schedule
5.19	Implementation Plans & Schedules
5.20	Submarine Warfare Federated Tactical Systems (SWFTS) products
5.21	Ship Specifications
5.22	Laboratory and Support Area Drawings
5.23	Code 25 Laboratory Web Page

6.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness, and cost. Technical quality will be evaluated against the performance standards defined in the Performance Requirements Summary Table (PRST), Attachment 2. Responsiveness will be evaluated based upon the Government's experience interacting with the Contractor during performance. Timeliness will be evaluated based on the Contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based on up the Contractor's ability to manage to the negotiated costs.

CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) LANGUAGE (DEC 2016)

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>.

HQ C-1-0001 ITEM(S): CLIN 7999 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

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

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

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

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

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

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

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

HQ C-2-0015 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

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

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

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to

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the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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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.

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

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

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

(2) Contain the information defined by ISO/IEC/IEEE 15289:2011, section 7.3 (generic content) and the Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process in Table 2 of ISO/IEC/IEEE 15289:2011. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

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

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

(5) Include the content defined by all information items listed in Table 2 of ISO/IEC/IEEE 15289:2011, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE 15289:2011, as appropriate;

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

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

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with 7.3 of ISO/IEC/IEEE 15289:2011, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

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

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C16S COST AND PERFORMANCE REPORTING (OCT 2012)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into Wide Area Workflow (WAWF). Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(1) Access:

a) eCRAFT: Reports are uploaded through the Electronic Cost Reporting and Financial Tracking (eCRAFT) System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

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

(2) Format.

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

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

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

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

b) Contractor's Performance Report:

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

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

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

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

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

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

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

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(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 02.

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

C23S FACILITIES (NOV 2010)

(a) The Contractor shall provide liaison office(s) within commuting distance (defined as within 50 miles by surface transportation) of the Naval Undersea Warfare Center Division, Newport. The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the DD Form 254 (Attachment 1).

(b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment (labor, transportation or otherwise) in connection with any personnel set in readiness at, or brought to such facility in preparation for, or in expectation of, work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during task order performance.

C25S ACCESS TO GOVERNMENT SITE (AUG 2016)

(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: <https://www.opm.gov/forms/standard-forms/>

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 NACLIC.

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

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Division Newport Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

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(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/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

(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.

(f) The contractor shall perform in accordance with the following, as applicable:

- i. OSHA 29 CFR1910 General Industry Standard
- ii. OPNAV Instruction 5100.23 (series) Navy Safety and Occupational Health Program Manual
- iii. NUWCDIVNPT 5100.5 (series) Occupational Safety and Health
- iv. NUWCDIVNPT 5100.16 (series) Compressed Air Safety
- v. NUWCDIVNPT Emergency Action Guidelines
- vi. NAVFAC P307 – NAVFAC: Management of Weight Handling Equipment
- vii. NUWCDIVNPTINST 5090.3 (series) Hazardous Materials Control Program

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

- i. Permit required Confined Space Program
- ii. Control of Hazardous Energy (Lock out / Tag out)
- iii. Respiratory Protection
- iv. Walking-Working Surfaces, Fall Protection Program and Scaffolding

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

(i) The contractor shall report unsafe work conditions and safety hazards to their supervisor, the COR, and the NUWC Safety Office.

(j) The contractor shall notify the COR and the NUWCDIVNPT Safety Office as soon as practicable, upon learning that a mishap (injury / property damage) has occurred during the performance of work at NUWCDIVNPT.

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.

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(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.

**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).

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SECTION D PACKAGING AND MARKING

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

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)

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

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

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

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

7100	3/27/2017 - 3/26/2018
7101AA	3/27/2017 - 3/26/2018
7101AB	3/27/2017 - 3/26/2018
7101AC	3/27/2017 - 9/30/2017
7101AD	3/27/2017 - 9/30/2017
7101AE	3/27/2017 - 9/30/2017
7101AF	3/27/2017 - 3/26/2018
7101AG	5/2/2017 - 3/26/2018
7101AH	5/2/2017 - 3/26/2018
7101AJ	5/2/2017 - 3/26/2018
7101AK	5/2/2017 - 3/26/2018
7101AL	5/15/2017 - 9/30/2017
7101AM	5/24/2017 - 9/30/2017
7101AN	5/24/2017 - 3/26/2018
7101AP	6/19/2017 - 3/26/2018
7101AQ	6/19/2017 - 3/26/2018
7101AR	6/26/2017 - 3/26/2018
7101AS	6/26/2017 - 3/26/2018
9100	3/27/2017 - 3/26/2018
9101AA	3/27/2017 - 3/26/2018
9101AB	3/27/2017 - 3/26/2018
9101AC	3/27/2017 - 9/30/2017
9101AD	3/27/2017 - 9/30/2017
9101AE	3/27/2017 - 9/30/2017
9101AF	3/27/2017 - 3/26/2018
9101AG	5/2/2017 - 3/26/2018
9101AH	5/2/2017 - 3/26/2018
9101AJ	5/2/2017 - 3/26/2018
9101AK	5/2/2017 - 3/26/2018
9101AL	5/15/2017 - 9/30/2017
9101AM	5/24/2017 - 9/30/2017
9101AN	6/19/2017 - 3/26/2018
9101AP	6/26/2017 - 3/26/2018

CLIN - DELIVERIES OR PERFORMANCE

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

7100	3/27/2017 - 3/26/2018
7101AA	3/27/2017 - 3/26/2018

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7101AB	3/27/2017 - 3/26/2018
7101AC	3/27/2017 - 9/30/2017
7101AD	3/27/2017 - 9/30/2017
7101AE	3/27/2017 - 9/30/2017
7101AF	3/27/2017 - 3/26/2018
7101AG	5/2/2017 - 3/26/2018
7101AH	5/2/2017 - 3/26/2018
7101AJ	5/2/2017 - 3/26/2018
7101AK	5/2/2017 - 3/26/2018
7101AL	5/15/2017 - 9/30/2017
7101AM	5/24/2017 - 9/30/2017
7101AN	5/24/2017 - 3/26/2018
7101AP	6/19/2017 - 3/26/2018
7101AQ	6/19/2017 - 3/26/2018
7101AR	6/26/2017 - 3/26/2018
7101AS	6/26/2017 - 3/26/2018
9100	3/27/2017 - 3/26/2018
9101AA	3/27/2017 - 3/26/2018
9101AB	3/27/2017 - 3/26/2018
9101AC	3/27/2017 - 9/30/2017
9101AD	3/27/2017 - 9/30/2017
9101AE	3/27/2017 - 9/30/2017
9101AF	3/27/2017 - 3/26/2018
9101AG	5/2/2017 - 3/26/2018
9101AH	5/2/2017 - 3/26/2018
9101AJ	5/2/2017 - 3/26/2018
9101AK	5/2/2017 - 3/26/2018
9101AL	5/15/2017 - 9/30/2017
9101AM	5/24/2017 - 9/30/2017
9101AN	6/19/2017 - 3/26/2018
9101AP	6/26/2017 - 3/26/2018

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

7200	3/27/2018 - 3/26/2019
7300	3/27/2019 - 3/26/2020
7400	3/27/2020 - 3/26/2021
7500	3/27/2021 - 3/26/2022
9200	3/27/2018 - 3/26/2019
9300	3/27/2019 - 3/26/2020
9400	3/27/2020 - 3/26/2021
9500	3/27/2021 - 3/26/2022

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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	BASE OR OPTION #	PERIOD OF PERFORMANCE
7100/9100	OM&N; SCN; OPN; RDT&EN; SCC; WCF; SPDP	Base Year	3/27/2017 – 3/26/2018
7200/9200	OM&N; SCN; OPN; RDT&EN; SCC; WCF; SPDP	Option 1*	3/27/2018 – 3/26/2019
7300/9300	OM&N; SCN; OPN; RDT&EN; SCC; WCF; SPDP	Option 2*	3/27/2019 – 3/26/2020
7400/9400	OM&N; SCN; OPN; RDT&EN; SCC; WCF; SPDP	Option 3*	3/27/2020 – 3/26/2021
7500/9500	OM&N; SCN; OPN; RDT&EN; SCC; WCF; SPDP	Option 4*	3/27/2021 – 3/26/2022

* If option is exercised.

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

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.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at the Contractor's facility or other locations, as required by the Statement of Work. Anticipated locations required by the Statement of Work include: Submarine Bases, Shipyards, and Laboratories at the following locations: Newport News, VA; Norfolk, VA; Manassas, VA; Washington, DC; Groton, CT; New London, CT; Newport, RI; Kings Bay, GA; Pearl Harbor, HI; Bangor, WA; and San Diego CA.

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SECTION G CONTRACT ADMINISTRATION DATA

NOTE TO THE PAYMENT OFFICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COST VOUCHER

(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

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<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0337
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 in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

██

(g) *WAWF point of contact.*

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

██

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

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

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

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invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (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]
[REDACTED]
[REDACTED]
[REDACTED]

(d) The Task Order Negotiator is:

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

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

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

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

[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]

[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 Contracting Officer to delegate additional functions as necessary. The Contracting Officer may delegate authority by letter.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's Senior Technical Representative (STR), 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]
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[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

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

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

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

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

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

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while 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

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

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

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

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

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

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Note: The Government anticipates that [REDACTED] of hours proposed will be Government site, and [REDACTED] % of hours proposed will be Contractor site.

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

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

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding [REDACTED]. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill [REDACTED] 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 [REDACTED] 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

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contract performance; or (4) change any of the terms, conditions or specifications of the contract.

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

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

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

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

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**, Area: **RI 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.

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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.

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SECTION I CONTRACT CLAUSES

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

a. FAR:

52.203-3 Gratuities (APR 1984)

52.203-5 Covenant Against Contingent Fees (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

52.203-7 Anti-Kickback Procedures (MAY 2014)

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)

52.204-2 Security Requirements (AUG 1996)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

52.204-13 System for Award Management Maintenance (OCT 2016)

52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

52.215-23 Limitations on Pass-Through Charges (OCT 2009)

52.219-8 Utilization of Small Business Concerns (NOV 2016)

52.222-3 Convict Labor (JUN 2003)

52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

52.222-19 Child Labor - Cooperation with Authorities and Remedies (OCT 2016)

52.222-21 Prohibition of Segregated Facilities (APR 2015)

52.222-26 Equal Opportunity (SEP 2016)

52.222-35 Equal Opportunity for Veterans (OCT 2015)

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

52.222-37 Employment Reports on Veterans (FEB 2016)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-41 Service Contract Labor Standards (MAY 2014)

52.222-50 Combatting Trafficking in Persons (MAR 2015)

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52.222-54 Employment Eligibility Verification (OCT 2015)

52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)

52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)

52.224-1 Privacy Act Notification (APR 1984)

52.224-2 Privacy Act (APR 1984)

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (OCT 2015)

52.227-1 Authorization and Consent (DEC 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

52.227-3 Patent Indemnity (APR 1984)

52.227-11 Patent Rights - Ownership by the Contractor (May 2014)

52.232-20 Limitation of Cost (APR 1984)

52.232-22 Limitation of Funds (APR 1984)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

52.233-3 Alternate I Protest After Award (JUN 1985)

52.233-4 Applicable Law for Breach of Contract (OCT 2004)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.242-1 Notice of Intent to Disallow Costs (APR 1984)

52.243-2 Alternate I Changes -- Cost Reimbursement (APR 1984)

52.244-6 Subcontracts for Commercial Items (JAN 2017)

52.245-1 Government Property (JAN 2017)

52.245-9 Use and Charges (Apr 2012)

52.246-23 Limitation of Liability (FEB 1997)

52.246-25 Limitation of Liability-Services (FEB 1997)

52.251-1 Government Supply Sources (APR 2012)

b. DFARs:

252.201-7000 Contracting Officer's Representative (DEC 1991)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

252.203-7003 Agency Office of the Inspector General (DEC 2012)

252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)

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252.204-7000 Disclosure of Information (OCT 2016)

252.204-7003 Control of Government Personnel Work Product (APR 1992)

252.204-7004 Alternate A System for Award Management (FEB 2014)

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

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

252.204-7015 Disclosure of Information to Litigation Support Contractors (MAY 2016)

252.211-7007 Reporting of Government-Furnished Property (AUG 2012)

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

252.225-7048 Export Controlled Items (JUN 2013)

252.227-7013 Rights in Technical Data -- Noncommercial Items (FEB 2014)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)

252.227-7019 Validation of Asserted Restrictions -- Computer Software (SEP 2016)

252.227-7025 Limitations in the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

252.227-7030 Technical Data -- Withholding of Payment (MAR 2000)

252.227-7037 Validation of Restrictive Markings in Technical Data (SEP 2016)

252.227-7039 Patents -- Reporting of Subject Inventions (APR 1990)

252.231-7000 Supplemental Cost Principles (DEC 1991)

252.232-7010 Levies on Contract Payments (DEC 2006)

252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)

252.235-7011 Final Scientific or Technical Report (JAN 2015)

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

252.245-7002 Reporting Loss of Government Property (APR 2012)

252.245-7003 Contractor Property Management System Administration (APR 2012)

252.245-7004 Reporting, Reutilization, and Disposal (SEP 2016)

The following Clauses are incorporated by Full Text:

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

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

Option No.	CLIN	Fund Type	Exercise Date - No Later Than
1	7200/9200	OM&N; SCN; OPN; RDT&EN; SCC; WCF; SPDP	26 MAR 2018
2	7300/9300	OM&N; SCN; OPN; RDT&EN; SCC; WCF; SPDP	26 MAR 2019
3	7400/9400	OM&N; SCN; OPN; RDT&EN; SCC; WCF; SPDP	26 MAR 2020
4	7500/9500	OM&N; SCN; OPN; RDT&EN; SCC; WCF; SPDP	26 MAR 2021

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

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

*Note:

Award of Option(s) 1,2,3, and 4 is contingent upon:

- 1) an extension of the basic contract beyond the start date of the period of performance for the option, and;
- 2) a determination to exercise the option made in accordance with FAR 17.207 and DFARS 217.207.

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

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

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

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GOVERNMENT EQUIVALENT GS LEVELS:

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

and

OFFICE OF PERSONNEL MANAGEMENT:

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

52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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[REDACTED]

[REDACTED]

[REDACTED]

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD Form 254

Attachment 2 - Performance Requirements Summary Table

Attachment 3 - Incidental GFP

Attachment 4 - Approved Key Personnel

Exhibit A - DD Form 1423, CDRLs (with TDP)