VMEN	DMENT OF SOLICITATION/	MODIFICATION OF (CONTRACT	1. CONTRACT ID CODE U		PAGE OF PAGES 1 2
	i de la companya de	3. EFFECTIVE DATE		PURCHASE REQ. NO.	5. PROJE	CT NO. (If applicable)
	P00017	11-Dec-2019		1300822551		N/A
6. ISSUE	ED BY CODE	N66604	7. ADMINISTERE	D BY (If other than Item 6)	CODE	S2206A
NUWC	, NEWPORT DIVISION		DCMA	BOSTON		SCD: C
1176 H	lowell Street, Building 1258		Bldg 1	1108		
Newpo	ort RI 02841-1708		Hanso	com AFB MA 01731		
dylan.g	griffis@navy.mil 401-832-2092					
8. NAME	AND ADDRESS OF CONTRACTOR (No.	, street, county, State, and Zip	o Code)	9A. AMENDMENT OF SOLICIT	TATION NO.	
Sys	tems Engineering Associates					
62 、	Johnny Cake Hill					
Mid	dletown RI 02842-5639			9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CON	TRACT/ORDEF	R NO.
			[X]	N00470 04 B 4400 /	N10000 440E	20044
				N00178-04-D-4122 / 10B. DATED (SEE ITEM 13)	N6660418F	3011
CAGE	2)/27C EACH IT	Y CODE				
CODE	24210			13-Apr-2018		
	11. Ti	HIS ITEM ONLY APPLI	IES TO AMENDM	IENTS OF SOLICITATIONS		
(a) By conseparate DESIGNA you desir amendme	ust acknowledge receipt of this amendmen mpleting Items 8 and 15, and returning one letter or telegram which includes a referen ATED FOR THE RECEIPT OF OFFERS Ple to change an offer already submitted, su ent, and is received prior to the opening ho	b (1) copy of the amendment; ce to the solicitation and amer RIOR TO THE HOUR AND Do th change may be made by te ur and date specified.	(b) By acknowledging ndment numbers. FAII ATE SPECIFIED MAY	receipt of this amendment on each co LURE OF YOUR ACKNOWLEDGEME RESULT IN REJECTION OF YOUR O	ppy of the offer s ENT TO BE RE OFFER. If by v	CEIVED AT THE PLACE intue of this amendment
12. ACC	OUNTING AND APPROPRIATION DATA (• •	ECTION G			
	12 TUIC I	TEM ADDITES ONLY T		NS OF CONTRACTS/ORDE	DC.	
				AS DESCRIBED IN ITEM 14.	.NO,	
(*)	A. THIS CHANGE ORDER IS ISSUED				DE IN THE COI	NTRACT ORDER NO. IN
<u>г</u> 1	ITEM 10A.					
[]	B. THE ABOVE NUMBERED CONTRA date, etc)SET FORTH IN ITEM 14, PUF			INISTRATIVE CHANGES (such as ch	nanges in payin	g office, appropriation
[X]	C. THIS SUPPLEMENTAL AGREEMEN BILATERAL: FAR 43.103(a) 'Mutua					
[]	D. OTHER (Specify type of modification		, I THE OLLEGE EE LI	Tilliation of Farias		
E. IMPO	I DRTANT: Contractor [] is not, [X]	is required to sign this do	cument and return	1_ copies to the issuing office.		
	CRIPTION OF AMENDMENT/MODIFICAT E PAGE 2				here feasible)	
15A. NA	ME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TI	TLE OF CONTRACTING OFFICER (Type or print)	
	A CORP Contracts, SEA CORP (Contracts				
	partment NTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STAT	ES OF AMERICA		16C. DATE SIGNED
	CORP Contracts gnature of person authorized to sign)	09-Dec-2019	BY _	Signature of Contracting Officer)		
		•	,	/		

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	2 of 2	

GENERAL INFORMATION

Distribution: KR, 0121, DFAS-HQ0337,

NUWCDIVNPT Control #: 200519

NUWCDIVNPT Requisition #: 1300822551

NUWCDIVNPT POC:

This Modification incorporates by reference Technical Instruction: TI-18F3011-28

The purpose of this modification is to:

- 1. Shift ceiling from Labor CLIN 7500 to Labor CLIN 7200.
- 2. Provide additional funding.

SECTION B-

1. Shift ceiling from Labor CLIN 7500 to Labor CLIN 7200 as detailed below:

Mod #	CLIN#	Cost	Fee	Hours	
D00017	From				
P00017	То				_

- 2. Establish new Priced SLINs 7201BD, 9201BB, and 9201BC.
- 3. Shift ceiling and hours from CLIN 7200 to newly established Priced SLIN 7201BD.
- 4. Shift ceiling from CLIN 9200 to newly established Priced SLIN 9201BB and 9201BC.

SECTION F-

1. The period of performance for SLINs 7201BD, 9201BB, and 9201BC are established by this modification.

SECTION G -

 $1.\ Accounting$ and Appropriation Data LLAs: BR/7201BD, BR/9201BB, and BR/9201BC are added by this modification.

As a result of this modification, the total amount funded on this task order is increased from \$ by to \$

As a result of this modification, the total base and exercised options value of this task order increased from by \$ 100 to \$ 100

All other task order terms and conditions remain unchanged.

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	1 of 74	

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

7000 CPFF engineering services in accordance with the Statement of Work (See Section C).

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed Fee	CPFF
7100	R425	BASE YEAR LABOR; OM&N, OPN, RDTE, RDDA. Estimated Cost, Fixed Fee and Hours associated with Priced SLINs under Informational CLIN 7101. (Fund Type - TBD)	-					
7101		Priced SLINs associated with Priced CLIN 7100						
7101AA	R425	AA \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSL/CSP/NCWDG; TI#: TI-18F3011-01 (O&MN,N)						
7101AB	R425	AB \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSL/CSP/NCWDG; TI#: TI-18F3011-01 (O&MN,N)						
7101AC	R425	AC \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSL/CSP/NCWDG; TI#: TI-18F3011-01 (O&MN,N)						
7101AD	R425	AD \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSP; TI#: TI-18F3011-02; 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)						
7101AE	R425	AB \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSL; TI#: TI-18F3011-02; 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)						
7101AF	R425	AE \$ (FY of funding: 2018, Type of money: RDTE, Customer Code: 3423, Sponsor: SEA073, TI-18F3011-03) (RDT&E)	_					

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	2 of 74	

T4 am	Dag	dumpling (damping	0.5	77 L	Hat Coat	Direct Dec	CDEE
Item 7101AG	PSC R425	AB \$ (FY of funding: 2018, Type of money: OMN, Customer Code: 349, Sponsor: CSL, TI-18F3011-04) (O&MN,N)	Qty		Est. Cost	Fixed Fee	CPFF
7101AH	R425	AD \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSP; TI#: TI-18F3011-05; 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)					
7101AJ	R425	AF \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: ONI MSPMO; TI#: TI-07; 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)					
7101AK	R425	AG \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: ONI MSPMO; TI#: TI-07; 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)					
7101AL	R425	AH \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: ONI MSPMO; TI#: TI-07; 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)					
7101AM	R425	AB \$ (FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSL NCWDG; TI-18F3011-08; 10 U.S.C. 2410(a) Authority is hereby invoked) (O&MN,N)					
7101AN	R425	AC \$ (FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSL NCWDG; TI-18F3011-08; 10 U.S.C. 2410(a) Authority is hereby invoked) (O&MN,N)					
7101AP	R425	AK \$ (FY of Funds: 2018; Type of Funds: OPN; Customer Code: 349; Sponsor: PMS 435; TI-18F3011-06) (OPN)					
7101AQ	R425	AL \$ (FY of Funds: 2018; Type of Funds: OMN;					

Customer Code: 349;

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	3 of 74	

	544						
Item	PSC	Supplies/Services Sponsor: CSP; TI-18F3011-09; 10 U.S.C. 2410(a) Authority is hereby invoked) (O&MN,N)	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101AR	R425	AM \$ (FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSP; TI-18F3011-09; 10 U.S.C. 2410(a) Authority is hereby invoked) (O&MN,N)					
7101AS	R425	AN \$ (FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSP; TI-18F3011-09; 10 U.S.C. 2410(a) Authority is hereby invoked) (O&MN,N)					
7101AT	R425	AN \$ (FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSP; TI-18F3011-10; 10 U.S.C. 2410(a) Authority is hereby invoked) (O&MN,N)					
7101AU	R425	in Mod P00012) (FY of Funds: 2018; Type of Funds: RDTE; Customer Code: 349; Sponsor: 073; TI-18F3011-11) (RDT&E)					
7101AV	R425	AQ \$ (FY of Funds: 2019; Type of Funds: OMN; Customer Code: 349; Sponsor: N3SP; TI-18F3011-12) (O&MN,N)					
7101AW	R425	AR \$ (FY of Funds: 2019; Type of Funds: OMN; Customer Code: 349; Sponsor: N3SP; TI-18F3011-12) (O&MN,N)					
7101AX	R425	AS \$ (FY of Funds: 2019; Type of Funds: OMN; Customer Code: 349; Sponsor: N3SP; TI-18F3011-12) (O&MN,N)					
7101AY	R425	AT \$ (FY of Funds: 2018; Type of Funds: RDDA; Customer Code: 349; Sponsor: SCO; TI-18F3011-13) (RDDA)					
7101AZ	R425	AU \$ (FY of Funds: 2018; Type of Funds: RDDA; Customer Code: 349;					

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	4 of 74	

Item	PSC	Supplies/Services	Qty	IIni+	Est.	Cost	Fixed Fee	CPFF
10011	150	Sponsor: SCO; TI-18F3011-13) (RDDA)	*01	01120	2501	0020	11100 100	GIII
7101BA	R425							
7200	R425	OPTION 1 LABOR; OM&N, OPN, RDTE, RDDA. Estimated Cost, Fixed Fee and Hours associated with Priced SLINs under Informational CLIN 7201. (Fund Type - TBD)		•		I		
7201		Info CLIN associated with CLIN 7200						
7201AA	R425	AQ \$ (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, NCWDG, CSP, TI-18F3011-16) (O&MN,N)						
7201AB	R425	AR \$ (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, NCWDG, CSP, TI-18F3011-16) (O&MN,N)						
7201AC	R425	AS \$ (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, NCWDG, CSP, TI-18F3011-16) (O&MN,N)						
7201AD	R425	AV \$ (FY of funding: 2019, Type of money: OPN, Customer Code: 349, Sponsor: PSM435, TI-18F3011-015-OPN-JRR) (OPN)	_					
7201AE	R425	AW \$ (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL and CSP, TI-18F3011-17) (O&MN,N)						
7201AF	R425	AX \$ (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL and CSP, TI-18F3011-17) (O&MN,N)						
7201AG	R425	AY \$ (FY of funding: 2019, Type of						

	R NO. AMENDMENT/MODIFICATION NO. PAGE FINAL	CONTRACT NO. DELIVERY ORDER NO.
N00178-04-D-4122 N6660418F3011 P00017 5 of 74	P00017 5 of 74	N00178-04-D-4122 N6660418F3011

Item	PSC	money: OMN, Customer Code: 349, Sponsor: CSL and CSP, TI-18F3011-17) (O&MN,N)	Qty	Unit	Est.	Cost	Fixed Fee	CPFF
7201AH	R425	AZ \$ (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL and CSP, TI-18F3011-17) (O&MN,N)						
7201AJ	R425	BA \$ U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, CSP, JSOC, TI-18F3011-19) (O&MN,N)						
7201AK	R425	AS \$ 2410(a) Authority is hereby invoked (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, CSP, JSOC, TI-18F3011-19) (O&MN,N)						
7201AL	R425	BB \$ 2410(a) Authority is hereby invoked (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, CSP, JSOC, TI-18F3011-19) (O&MN,N)						
7201AM	R425	AQ \$ 2410(a) Authority is hereby invoked (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, CSP, JSOC, TI-18F3011-19) (O&MN,N)						
7201AN	R425	BC \$ (FY of funding: 2018, Type of money: RDTE, Customer Code: 349, Sponsor: SEA073, ONR, TI-18F3011-21) (RDT&E)						
7201AP	R425	BD \$ (FY of funding: 2019, Type of money: RDTE, Customer Code: 349, Sponsor: SEA073, ONR, TI-18F3011-21) (RDT&E)						
7201AQ	R425	BE \$ 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: SEA03, ONR, TI-18F3011-21) (O&MN,N)						

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	6 of 74	

Item	PSC	Supplies/Services	Qty	IIni+	Est. Cost	Fixed Fee	CPFF
7201AR			E		ESC. COSC	FIXEU FEE	
7201AS	R425	BG \$ (FY of funding: 2018, Type of money: OPN, Customer Code: 349, Sponsor: PMS435, TI-18F3011-18) (OPN)					
7201AT	R425	BH \$ (FY of funding: 2018, Type of money: OPN, Customer Code: 349, Sponsor: PMS435, TI-18F3011-18) (OPN)					
7201AU	R425	BJ \$ (FY of funding: 2019; Type of money: RDT&E Customer Code: 349; Sponsor: USAF / A3TY; TI-18F3011-22) (RDT&E)					
7201AV	R425	BK \$ (FY of funding: 2019; Type of money: RDT&E Customer Code: 349; Sponsor: NELO; TI-18F3011-25) (RDT&E)					
7201AW	R425	AQ \$ - 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2019; Type of money: O&MN Customer Code: 349; Sponsor: CSL N3; TI-18F3011-24) (O&MN,N)		•			
7201AX	R425	AW \$ - 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2019; Type of money: O&MN Customer Code: 349; Sponsor: CSL and CSP; TI-18F3011-23) (O&MN,N)					
7201AY	R425	BL \$ - 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2019; Type of money: O&MN Customer Code: 349; Sponsor: CSL and CSP; TI-18F3011-23) (O&MN,N)	_				
7201AZ	R425	BM \$ - 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2019; Type of money: O&MN Customer Code: 349; Sponsor: CSL and CSP;					

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	7 of 74	

I	tem	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
			TI-18F3011-23) (O&MN,N)					
7	201BA	R425	BN \$ - 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2019; Type of money: O&MN Customer Code: 349; Sponsor: CSL and CSP; TI-18F3011-23) (O&MN,N)					
7	201BB	R425	BP \$ - 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2018; Type of money: RDT&E Customer Code: 349; SEA073; TI-18F3011-27) (RDT&E)					
7	201BC	R425	BQ \$ (FY of funding: 2019, Type of money: OPN, Customer Code: 349, Sponsor: PMS435, TI-18F3011-026-OPN-JRR) (OPN)					
7	201BD	R425	BR \$ (FY of funding: 2020, Type of money: O&MN, Customer Code: 349, Sponsor: CSP, TI-18F3011-28) (O&MN,N)					
7	300	R425	OPTION 2 LABOR; OM&N, OPN, RDTE, RDDA. Estimated Cost, Fixed Fee and Hours associated with Priced SLINs under Informational CLIN 7301. (Fund Type - TBD)					
			Option					
7	400	R425	OPTION 3 LABOR; OM&N, OPN, RDTE, RDDA. Estimated Cost, Fixed Fee and Hours associated with Priced SLINs under Informational CLIN 7401. (Fund Type - TBD)					
			Option					
7	500	R425	OPTION 4 LABOR; OM&N, OPN, RDTE, RDDA. Estimated Cost, Fixed Fee and Hours associated with Priced SLINs under Informational CLIN 7501. (Fund Type - TBD)					
			-					

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	8 of 74	

Separately Priced (NSP)

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9000		Prime and Subcontractor Travel and Materials (with burdens, no fees)				•
9100	R425	BASE YEAR ODC: Estimated Cost Only (Non-Fee Bearing) associated with Priced SLINs under Informational CLIN 9101. (Fund Type - TBD)				
9101						
9101AA	R425	AA \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSL/CSP/NCWDG; TI#: TI-18F3011-01 (O&MN,N)				
9101AB	R425	AB \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSL/CSP/NCWDG; TI#: TI-18F3011-01 (O&MN,N)				
9101AC	R425	AC \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSL/CSP/NCWDG; TI#: TI-18F3011-01 (O&MN,N)				
9101AD	R425	AD \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSP; TI#: TI-18F3011-02; 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)				
9101AE	R425	AB \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSL; TI#: TI-18F3011-02; 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)				
9101AF	R425	AE \$ (FY of funding: 2018, Type of money: RDTE, Customer Code: 3423, Sponsor: SEA073, TI-18F3011-03) (RDT&E)				
9101AG	R425	AB \$ (FY of funding: 2018, Type of money: OMN, Customer Code: 349, Sponsor: CSL, TI-18F3011-04) (O&MN,N)				
9101AH	R425	AD \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSP; TI#: TI-18F3011-05; 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)				
9101AJ	R425	AF \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: ONI MSPMO; TI#: TI-07; 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)				
9101AK	R425	AB \$ (FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSL NCWDG; TI-18F3011-08; 10 U.S.C. 2410(a) Authority is hereby invoked) (O&MN,N)				
9101AL	R425	AJ \$ (FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSL NCWDG; TI-18F3011-08; 10 U.S.C. 2410(a) Authority is hereby invoked) (O&MN,N)				
9101AM	R425	AC \$ (FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSL NCWDG; TI-18F3011-08; 10 U.S.C. 2410(a) Authority is hereby invoked) (O&MN,N)				
9101AN	R425	AK \$ (FY of Funds: 2018; Type of Funds: OPN; Customer Code: 349; Sponsor: PMS 435; TI-18F3011-06) (OPN)				

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	9 of 74	

Item	Dec	Supplies/Services	0+	TIm i t	Rat	Coat
			QLY	Unit	ESC.	COSC
9101AP	R425	AL \$ (FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSP; TI-18F3011-09; 10 U.S.C. 2410(a) Authority is hereby invoked) (O&MN,N)				
9101AQ	R425	AM \$ (FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSP; TI-18F3011-09; 10 U.S.C. 2410(a) Authority is hereby invoked) (O&MN,N)				
9101AR	R425	AN \$\text{Minimal}\$ (FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSP; TI-18F3011-09; 10 U.S.C. 2410(a) Authority is hereby invoked) (O&MN,N)				
9101AS	R425	AN \$\text{Minimal} (FY of Funds: 2018; Type of Funds: OMN; Customer Code: 349; Sponsor: CSP; TI-18F3011-10; 10 U.S.C. 2410(a) Authority is hereby invoked) (O&MN,N)				
9101AT	R425	AP \$ in Mod P00012) (FY of Funds: 2018; Type of Funds: RDTE; Customer Code: 349; Sponsor: 073; TI-18F3011-11) (RDT&E)				ı
9101AU	R425	AQ \$ (FY of Funds: 2019; Type of Funds: OMN; Customer Code: 349; Sponsor: N3SP; TI-18F3011-12) (O&MN,N)				
9101AV	R425	AR \$ (FY of Funds: 2019; Type of Funds: OMN; Customer Code: 349; Sponsor: N3SP; TI-18F3011-12) (O&MN,N)				
9101AW	R425	AS \$ (FY of Funds: 2019; Type of Funds: OMN; Customer Code: 349; Sponsor: N3SP; TI-18F3011-12) (O&MN,N)				
9101AX	R425	AT \$ (FY of Funds: 2018; Type of Funds: RDDA; Customer Code: 349; Sponsor: SCO; TI-18F3011-13) (RDDA)				
9101AY	R425	AV \$\ \text{in Mod P00012} (FY of Funds: 2019; Type of Funds: OPN; Customer Code: 349; Sponsor: PMS 435; TI-18F3011-14) (OPN)				
9200	R425	OPTION 1 ODC; OM&N, OPN, RDTE, RDDA. Estimated Cost Only (Non-Fee Bearing) associated with Priced SLINs under Informational CLIN 9201. (Fund Type - TBD)				
9201		Info CLIN associated with CLIN 9200				
9201AA	R425	AQ \$ (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, NCWDG, CSP, TI-18F3011-16) (O&MN,N)				
9201AB	R425	AR \$\text{MEMORY} (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, NCWDG, CSP, TI-18F3011-16) (O&MN,N)				
9201AC	R425	AS \$ (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, NCWDG, CSP, TI-18F3011-16) (O&MN,N)				
9201AD	R425	AV \$ (FY of funding: 2019, Type of money: OPN, Customer Code: 349, Sponsor: PSM435, TI-18F3011-015-OPN-JRR) (OPN)				
9201AE	R425	AW \$ (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL and CSP, TI-18F3011-17) (O&MN,N)				
9201AF	R425	AW \$ (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL and CSP, TI-18F3011-17) (O&MN,N)				

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	10 of 74	

Item	PSC	Supplies/Services	Oty	Unit	Est.	Cost
9201AG	R425					
9201AH	R425	AS \$2410(a) Authority is hereby invoked (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, CSP, JSOC, TI-18F3011-19) (O&MN,N)				
9201AJ	R425	BB \$2410(a) Authority is hereby invoked (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, CSP, JSOC, TI-18F3011-19) (O&MN,N)				
9201AK	R425	BA \$ 2410(a) Authority is hereby invoked (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, CSP, JSOC, TI-18F3011-19) (O&MN,N)				
9201AL	R425	AQ \$ 2410(a) Authority is hereby invoked (FY of funding: 2019, Type of money: OMN, Customer Code: 349, Sponsor: CSL, CSP, JSOC, TI-18F3011-19) (O&MN,N)				
9201AM	R425	BC \$ (FY of funding: 2018, Type of money: RDTE, Customer Code: 349, Sponsor: SEA073, ONR, TI-18F3011-21) (RDT&E)				
9201AN	R425	BD \$ (FY of funding: 2019, Type of money: RDTE, Customer Code: 349, Sponsor: SEA073, ONR, TI-18F3011-21) (RDT&E)				
9201AP	R425	BG \$ (FY of funding: 2018, Type of money: OPN, Customer Code: 349, Sponsor: PMS435, TI-18F3011-18) (OPN)				
9201AQ	R425	BJ \$ (FY of funding: 2019; Type of money: RDT&E Customer Code: 349; Sponsor: USAF / A3TY; TI-18F3011-22) (RDT&E)				
9201AR	R425	BJ \$ (FY of funding: 2019; Type of money: RDT&E Customer Code: 349; Sponsor: USAF / A3TY; TI-18F3011-22) (RDT&E)				
9201AS	R425	BK \$ (FY of funding: 2019; Type of money: RDT&E Customer Code: 349; Sponsor: NELO; TI-18F3011-25) (RDT&E)				
9201AT	R425	BK \$ (FY of funding: 2019; Type of money: RDT&E Customer Code: 349; Sponsor: NELO; TI-18F3011-25) (RDT&E)				
9201AU	R425	AQ \$ - 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2019; Type of money: O&MN Customer Code: 349; Sponsor: CSL N3; TI-18F3011-24) (O&MN,N)				
9201AV	R425	AW \$ - 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2019; Type of money: O&MN Customer Code: 349; Sponsor: CSL and CSP; TI-18F3011-23) (O&MN,N)				
9201AW	R425	BL \$ - 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2019; Type of money: O&MN Customer Code: 349; Sponsor: CSL and CSP; TI-18F3011-23) (O&MN,N)				
9201AX	R425	BN \$ - 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2019; Type of money: O&MN Customer Code: 349; Sponsor: CSL and CSP; TI-18F3011-23) (O&MN,N)				

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	11 of 74	

Item PSC	Supplies/Services	Qty	Unit	Est.	Cost
9201AY R42	- 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2019; Type of money: O&MN Customer Code: 349; Sponsor: CSL and CSP; TI-18F3011-23) (O&MN,N)				
9201AZ R42	- 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2019; Type of money: O&MN Customer Code: 349; Sponsor: CSL and CSP; TI-18F3011-23) (O&MN,N)				
9201BA R42	- 10 U.S.C. 2410(a) Authority is hereby invoked (FY of funding: 2018; Type of money: RDT&E Customer Code: 349; SEA073; TI-18F3011-27) (RDT&E)				
9201BB R42	BR \$ (FY of funding: 2020, Type of money: O&MN, Customer Code: 349, Sponsor: CSP, TI-18F3011-28) (O&MN,N)				
9201BC R42	BR \$ (FY of funding: 2020, Type of money: O&MN, Customer Code: 349, Sponsor: CSP, TI-18F3011-28) (O&MN,N)				
9300 R42	OPTION 2 ODC; OM&N, OPN, RDTE, RDDA. Estimated Cost Only (Non-Fee Bearing) associated with Priced SLINs under Informational CLIN 9301. (Fund Type - TBD)				
	Option				
9400 R42	OPTION 3 ODC; OM&N, OPN, RDTE, RDDA. Estimated Cost Only (Non-Fee Bearing) associated with Priced SLINs under Informational CLIN 9401. (Fund Type - TBD)				
	Option				
9500 R42	OPTION 4 ODC; OM&N, OPN, RDTE, RDDA. Estimated Cost Only (Non-Fee Bearing) associated with Priced SLINs under Informational CLIN 9501. (Fund Type - TBD)				
	Option				

FEE TABLE (JUL 2012)

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

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

**7201, 7301, 7401 and 7501 will be "holding" CLINS for the priced SLINS and will be established at a later time.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	12 of 74	

The following Clauses are incorporated by Full Text:

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

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

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

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

HQ B-2-0010 NOTE (OPTION)

NOTE B - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

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

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	13 of 74	

- (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 incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The contractor shall not be reimbursed for the following daily local travel costs:
 - (i) travel at U.S. Military Installation 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 (COST TYPE)(FEB 1997)

This entire contract is cost type with the following CLIN types:

7100-7500 Cost Reimbursement (CPFF)

7999 - Not Separately Priced (NSP)

9100 - 9500 Cost Reimbursement (Cost Only)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	14 of 74	

SECTION C DESCRIPTIONS AND SPECIFICATIONS

UW C-2-0005 STATEMENT OF WORK (JUN 2017)

SPECIAL PROJECTS SYSTEMS

1.0 Background

Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) Office of Technical Project Management Code 349 Electromagnetic (EM) Special Programs and Advanced Electronic Warfare (EW) are tasked to perform a wide range of engineering and program management functions in support of special programs in the area of EW and Communications systems which augment submarine tactical capabilities, Code 349, EM Special Programs functions as the Technical Design Agent (TDA), Acquisition Engineering Agent (AEA), In-Service Engineering Agent (ISEA), and Software Support Agent (SSA) for special mission EW and Communications systems, subsystems, sensors and networks. Code 349 EM Special Programs is responsible for the development and test of prospective systems, in-service engineering support for existing systems, and quick reaction support to the Fleet based upon new and emergent operational requirements.

2.0 <u>Scope</u>

This tasking is for engineering services in support of NUWCDIVNPT Code 349 efforts to develop and field special mission EW and intelligence augmentation systems, subsystems, sensors, and associated networks, onboard submarines and other platforms such as Unmanned Aerial and Undersea Vehicles (UAV/UUV). Engineering services include; In-Service and Operational support, Engineering and Software Development, Assembly and Fabrication, Test and Evaluation, Configuration Management and Program Management support. Required services under this task order will be driven by operational, Fleet and Intelligence community requirements which are often new and emergent in nature.

2.1 The following projects and programs are supported by this task order:

Mission Support Program (MSP)

Mission Configurable Mast (MCM) and Payloads

Signals Research Target Development (SRTD) Mast and Payloads

Multifunction Modular Mast (MMM) Payloads

Joint Special Operations Command Information Automated Network (JIANT)

Special Operations Intelligence System (SOIS)

Afloat Forward Staging Base (AFSB) Systems

SSGN Battle Management Center (BCM) Special Augmentation Systems

Submarine Ventilation Temperature Monitoring System (SVTMS) Surveys

Remote On-hull Bandwidth Optimization Tool (ROBOT)

RADIANT VALKERIE (RVL)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	15 of 74	

RADIANT GALINA (RG IV)

Submarine Launched Decoy (SLD)

Radio Frequency (RF) Assessment

SEA DRAGON

Unmanned Air Vehicles and Systems (UAV)

Intelligence Information Technology Systems

2.2 Current and prospective program sponsors to be supported under this task order:

Fleet Forces Command (FFC)

OP NAV N2/N6

OP NAV N97

Strategic Capabilities Office (SCO)

Submarine Security Program (SSP)

NAVSEA PMS-435

Commander Submarine Force Atlantic (CSL)

Commander Submarine Force Pacific (CSP)

Navy Tactical Exploitation of National Capabilities (TENCAP)

Office of Naval Research (ONR)

Air Force Research Lab (AFRL)

Navy Cyber Warfare Development Group (NCWDG)

Office of Naval Intelligence (ONI)

Special Operations Command (SOCOM)

Naval Special Warfare Development Group (NSWDG)

National Reconnaissance Office (NRO)

National Security Agency (NSA)

Executive Agent for Integrated Broadcast Service (EA IBS)

- 2.3 The Government contemplates the following NUWCDIVNPT requiring departments to use this task order: Code 34, Code 25 and Code 85. While Code 34 is the primary department and lead for task execution, the task order will support related intelligence tasking in Code 25 and Code 85.
- 2.4 The Government contemplates the following types of funds will be obligated under this task order: Operation and Maintenance, Navy (O&MN), Other Procurement, Navy (OPN), and Research, Development, Test & Evaluation, Navy (RDT&E) and Research, Development, Test & Evaluation, Defense Agencies (RDDA).
- 2.5 Execution of core tasks requires access to Sensitive Compartmented Information (SCI) spaces, material and information related to mission and functional capabilities for applicable augmentation systems.
- 2.6 Work will be performed at NUWCDIVNPT, contractor site, and other sites as identified by and called out in the technical instructions.

The scope of work under this task order falls under paragraphs 3.1 - .311, 3.14 and 3.16 - 3.21 of the basic Seaport-e Statement of Work.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	16 of 74	

3.0 Applicable Documents

3.1 The following documents apply at the time of task order award.

	Document Number	Title	SOW
1	NAVSEA Technical Specification 9090-310G	Alterations to Ships Accomplished by Alteration Installation Teams	4.1.3, 4.2.2
2	CINCLANTFLT/CINCPACFLTINST 4790.3 Revision A	Joint Fleet Maintenance Manual	4.1.3, 4.2.2
3	NAVSEA Standard Item 009-04	Quality Management System	4.2, 4.4
4	NAVSEA S9070-AA-MME-010/SSN/SSBN	Guidance Manual for Submarine Temporary Alterations (Rev 3)	4.1.3, 4.2.2
5	IEEE/EIA 12207	Software Life Cycle Process (1 Mar 1998)	4.3
6	NAVSEAINST 4720.14D	Temporary Alterations to Active Submarines (14 Mar 2004)	4.13, 4.2.2
7	NAVSEAINST 4720.11C	Shipboard Installations and Modifications Performed by Alterations Installation Teams	4.13, 4.2.2
8	MIL-STD-1399C	Interface Standard for Shipboard Systems (2 Feb 1988)	4.3.4
9	MIL-STD-901D	Requirements for High Impact Shock Testing of Shipboard Machinery, Equipment and Systems (17 Mar 1989)	4.4.1, 4.4.2
10	MIL-STD-167-1A	Department of Defense Test Methods Standard for Mechanical Vibrations of Shipboard Equipment (2 Nov 05)	4.4.1, 4.4.2
11	MIL-STD-810G	Standard for Environmental Engineering Considerations and Laboratory Tests - Rev G, 31 Oct 08	4.4.1, 4.4.2
12	MIL-STD-461F	Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment, 10 Dec 07	4.4.1, 4.4.2
13	MIL-STD-1686C	Electrostatic Discharge Control Program for Protection of Electrical and Electronic Parts, Assemblies and Equipment	4.2.1

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	17 of 74	

14	DoDIIS SJSIG, June 2011	Department of Defense Intelligence Information System (DODIIS) - Joint Security Implementation Guide (DJSIG)	4.1.3, 4.2.5
15	DoD 8500.2	Information Assurance Program	4.1.3, 4.2.5,4.3
16	DoD Instructions 8510.01	Risk Management Framework (RMF) for DoD Information Technology (IT); 12 Mar 14	4.1.3, 4.2.5, 4.3
17	DoD 8570.01-M	Information Assurance Workforce Improvement Program (Change 4)	*
18	National Institute of Standards and Technology (NIST) Special Publication (SP) 800-37	Guide for Applying the Risk Management Framework to Federal Information Systems.	4.1.3, 4.2.5
19	NIST SP 800-53 Rev 4 (w/updates)	Security and Privacy Controls for Federal Information Systems and Organizations	4.1.3, 4.2.5
20	NIST Special Publication 800-53A	Assessing Security and Privacy Controls in Federal Information Systems and Organizations	4.1.3, 4.2.5
21	NAVSEAINST 4440.24D	Sponsor Owned Material (SOM)	4.1.3, 4.2.5
22	NUWCDIVNPTINST 5200.4H	Publication and Presentation Guide	4.2, 4.7
23	NUWCDIVNPTINST 5100.5B	Occupational Safety and Health (OSH) Program	4.1, 4.2, 4.4, 4.5
24	Code of Fire Regulations - 29 CFR 1910.1200	Occupational Safety and Health Standards for General Industry, Hazard Communication	4.2, 4.4, 4.5
25	NUWCDIVNPTINST 5090.4C	Hazardous Material Control Program (15 Apr 07)	4.2, 4.4, 4.5
26	NUWCDIVNPTINST 5100.16A	Compressed Air Safety	4.2, 4.4, 4.5
27	NUWCDIVNPTINST 11320.3A	Fire Regulations Manual	4.2, 4.4, 4.5
28	NUWCDIVNPTINST 5100.14D	Management of Weight Handling Equipment	4.2, 4.4, 4.5
29	MIL-HDBK-454B	General Guidelines for Electronic Equipment (15 Apr 07)	4.2, 4.4, 4.5
30	NUWCDIVNPTINST 5100.6F	AUTEC Range Safety Manual	4.5
31	NUWCDIVNPTINST 8020.4	Naval Undersea Warfare Center Division, Newport, RI, Explosives	4.5

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL	l
N00178-04-D-4122	N6660418F3011	P00017	18 of 74		

Safety Policies, Requirements, and Procedures Manual

4.0 Technical Requirements

The contractor shall perform technical services associated with EW and intelligence augmentation systems specified in paragraph 2.1. The Government will issue Technical Instructions (TIs) to identify tasking and specific Government Furnished Information (GFI) and Applicable Documents.

The contractor shall prepare and submit monthly cost and status reports in accordance with Clause UW C-2-0001, Cost and Performance Reporting (MAR 2017) to the Government.

4.1 In-Service Maintenance and Operational Support

In accordance with the Applicable Documents in Section 3.0, the contractor shall perform in-service maintenance and operational services related to the special augmentation systems identified in paragraph 2.1 which are installed on U.S. submarines and other platforms.

The contractor shall:

- 4.1.1 Maintain the operational readiness of special augmentation systems. Repair and refurbishment of systems that have returned from deployment shall be Ready for issue (RFI) within four (4) weeks.
- 4.1.2 Repair, refurbish, upgrade, test and certify augmentation systems removed from platforms prior to it being cross-decked to another platform. Repair, restore and certify composite material components of systems such as antenna radomes and radar absorbing structures. Only cosmetic and non-structural repairs shall be made under this task. Structural damage shall be reported to NUWC Code 349.
- 4.1.3 Conduct Pre-Installation Check-Out (PICO) of effected ship's equipment prior to installation of an augmentation system. Install augmentation systems in accordance with applicable Technical Data Package (TDP). Perform engineering services to resolve technical issues encountered during the installation process and perform trouble shooting to identify functional issues with installed equipment. Define, document, and submit relevant departure from specifications (DFSs) related to the installation. Perform System Operational Verification Tests (SOVTs) on installed systems in accordance with applicable procedures. Perform cyber security certifications up to SCI level on special mission augmentation systems install on submarines and other naval vessels.

Ship augmentation systems, installation equipment and materials to and from the installation platform. Coordinate shipment of SUBSAFE Electrical Hull Fittings (EHF) with NAVSTA SUBSAFE OM&E personnel. SUBSAFE components shall be shipped to

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	19 of 74	

the installation activity responsible for handling and installing SUBSAFE components.

- 4.1.4 Train ship's personnel, Direct Support Element (DSE) teams and cryptologic maintenance personnel on the installation and operation of installed equipment. Access to SCI spaces and systems is required for end-to-end certification and training.
- 4.1.5 Perform on-site repair and recertification of augmentation systems installed on deployed platforms. Access to SCI spaces and systems is required for this task.

Deliverables: The contractor shall prepare and deliver the following:

CDRL A001 - Development Design Drawings - Technical Data Packages CDRL A002 - Test/Inspection Report - Test Reports

4.2 Engineering Services

In accordance with the Applicable Documents in Section 3.0, the contractor shall perform engineering services for hardware development and platform integration of special augmentation systems, subsystems, and sensors onboard U.S. submarines and other platforms such as unmanned vehicles.

The contractor shall:

- 4.2.1 Perform systems engineering support to interface augmentation equipment with submarine Non-Propulsion Electronic Systems (NPES), EW systems, and other carry-on equipment (COE).
- 4.2.2 Develop Technical Data Packages for Temporary Alteration (TEMPALT) installation of augmentation systems onboard U.S. submarines. In support of the TDP development, the contractor shall attend technical reviews for requirements, design and comment resolution.
- 4.2.3 Develop test plans and procedures and perform system level laboratory integration and test to validate interfaces between augmentation equipment and shipboard systems.
- 4.2.4 Evaluate, test and analyze advanced EW technologies to address emerging mission needs and provide recommendations to the Government regarding augmentation system improvements and technology insertions.
- 4.2.5 Develop security controls, and Body of Evidence (BOE) documentation in accordance with Risk Management Framework processes in support of obtaining and maintaining Authority to Operate (ATO) of special mission augmentation systems.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	20 of 74	

Deliverables: The contractor shall prepare and deliver the following:

CDRL A001 - Development Design Drawings - Technical Data Package

CDRL A002 - Test/Inspection Report - Test Reports

CDRL A003 - Technical report Study/Services - Technical Reports

CDRL A014 - Commercial Drawings/Models - Commercial Drawings Performance

CDRL A018 - Performance Specification Document - Specifications

CDRL A019 - Interface Requirement Specifications

CDRL A020 - Interface Control Documents

CDRL A021 - Interface Design Descriptions

CDRL A024 - DICAP and RMF Deliverable Data - IA Certification

CDRL A025 - Security Verification Plan and Procedures

4.3 Software Development

In accordance with the Applicable Documents in Section 3.0, the contractor shall perform software engineering services in support of the development and in-service operations of special augmentation systems deployed on U.S. submarines and other platforms.

The contractor shall:

- 4.3.1 The Contractor shall update its Software Development Plan.
- 4.3.2 Develop software code and executables for augmentation systems and conduct system level integration, test and certification of software prior to delivering hardware to the fleet. The contractor shall develop Software Requirement Specifications (SRS), Software Design Descriptions (SDD), Software Test Plans (STP) including a System Requirements Verification Matrix (SRVM), and Software Version Description (SVD) to document the developed code and results of verification testing. The contractor shall generate software trouble reports for identified software defects and implement corrective actions and software fixes. The contractor shall maintain a database to document software defect resolution.
- 4.3.3 Utilize VxWorks Real Time Operating System (OS) (5.x and 6.x releases), Red Hat Enterprise Linux (RHEL) OS (6.x and 7.x releases), Tornado Integrated Development Environment (IDE), Workbench IDE, Qt Creator IDE, and Eclipse IDE to maintain existing and develop new code for the control and operation of the MCM, SRTD, MMM special antenna payloads and other augmentation systems. The contractor shall maintain MCM V3 System Software (Linux build) as both a stand-alone system as well as host and maintain the software on the EW Server.
- 4.3.4 Maintain existing and develop new code for manual and automatic azimuth and elevation control of the MCM, SRTD and MMM directional antennas. Automatic control shall provide the ability to track static or dynamic targets (e.g. UAV, UUV, etc.) when platform navigation data is available. Current motor controllers that provide this

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	21 of 74	

capability are the Dynaserve DR Direct Drive Brushless servo Motor, Model #DR1008B, ACCELNET R21-090-09 and Animatics SmartMotor PN SM23205D.

4.3.5 Maintain existing and develop new code to interface augmentation equipment to Non-Propulsion Electronic Systems (NPES) and other systems installed as TEMPALTs onboard U.S. submarines. Current interfaces in support of MCM, SRTD and MMM payload are:

RLGN ECDU for submarine navigation data CLUSTER RADON for submarine navigation data

Experimental Fuel Cell (XFU) and Scan Eagle Unmanned Aerial Systems (UAS) for position data

- 4.3.6 Utilize Nobeltec Visual Navigation Suite 7.0 and NASA World Wind to maintain and develop new code to display platform, antenna bearing, UAS, Automatic Identification System (AIS) and other contacts on digital maps for operator situational awareness and tracking.
- 4.3.7 Maintain existing and develop new UAS video data links and Internet Protocol (IP) based networks. The contractor shall develop simulation and test code to evaluate command, control, communications, computers, intelligence, surveillance, and reconnaissance (C4ISR) data links of augmentation systems and UAS such as Scan Eagle, XFC and other UAVs.

Deliverables: The contractor shall prepare and deliver the following:

CDRL A006 - Software Development Plan

CDRL A007 - Software Requirement Specifications

CDRL A008 - Software Design Descriptions

CDRL A009 - Software Test Plans

CDRL A010 - Software Test Reports

CDRL A011 - Software Product Specifications

CDRL A012 - Software Version Descriptions

CDRL A013 - Computer Software Products

4.4 Fabrication, Assembly and Integration

In accordance with the Applicable Documents in Section 3.0, the contractor shall fabricate, assemble and integrate special augmentation systems.

The contractor shall:

- 4.4.1 Fabricate, assemble and test components, assemblies and sub-assemblies of special augmentations equipment.
- 4.4.2 Prepare test plans and execute testing in accordance with approval plans to qualify

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	22 of 74	

assemblies for shock and vibration, electromagnetic interference and other environmental qualification tests.

Deliverables: The contractor shall prepare and deliver the following:

CDRL A002 - Test/Inspection Reports - Test Reports

4.5 Test and Evaluation

In accordance with the Applicable Documents in Section 3.0, the contractor shall perform test and evaluation services to characterize operational performance of augmentation systems.

The contractor shall:

- 4.5.1 Support the Government in planning, coordinating and executing at-sea exercises at the NUWC Atlantic Undersea Test and Evaluation Center (AUTEC) and other test ranges. Task requires preparation of test plans, procedures and other test documentation in support of exercise execution.
- 4.5.2 Install, configure and verify operation of test instrumentation including radars, communications systems, EW systems and other test equipment required to support testing. The contractor shall operate test equipment and record data per Government approved test plans during test events. Post exercise, the contractor shall review and analyze test data, logs, and vessel tracks in support of exercise reconstruction and formulation of exercise conclusions.

Deliverables: The contractor shall prepare and deliver the following:

CDRL A002 - Test/Inspection Report - Test Reports

CDRL A003 - Technical Report Study/Services - Technical Reports

CDRL A004 - Test Plans

CDRL A005 - Test Procedures

4.6 Integrated Logistics Support (ILS) and Configuration Management (CM)

In accordance with the Applicable Documents in Section 3.0, the contractor shall perform Integrated Logistics and Configuration Management services in support of special mission augmentation systems.

The contractor shall:

4.6.1 Maintain installation and CM databases to support tracking of augmentation systems, hardware configuration and software and firmware version of augmentation systems.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	23 of 74	

4.6.2 Develop and maintain system level documentation, test procedures and training materials for augmentation systems supported.

4.6.3 Catalog, store, transfer, issue, redistribute, and ensure total asset visibility and accountability and that all transactions are properly recorded in NERP.

Deliverables: The contractor shall prepare and deliver the following:

CDRL A003 - Technical Report Study/Services - Technical Reports

CDRL A022 - Integrated Logistics Support Plan

CDRL A023 - Training Materials

4.7 Program Management Support

In accordance with the Applicable Documents in Section 3.0, the contractor shall prepare for, attend and participate in the following meetings and program review: product teams, working groups, and financial in support of EM Special Projects program execution.

The contractor shall:

- 4.7.1 Maintain a library of up-to-date programmatic and financial data for Code 349, EM Special Programs, using program management tools such as ERP to download, extract and report applicable data.
- 4.7.2 Prepare data and graphic presentation material, including system block diagrams, technical illustrations, line graphs, pie charts, functional organization charts, funding status charts, bar graphs, and text, in the form of slides and viewgraphs for program management reviews and reporting project status.
- 4.7.3 Attend product team and working group meetings. Compile action items as part of meeting minutes, and document and distribute minutes.

Deliverables: The contractor shall prepare and deliver the following:

CDRL A015 - Presentation Material

CDRL A016 - Conference Agenda/Minutes

5.0 Progress Reports

For all assigned tasks, the contractor shall prepare a Contractor's Status Report that indicates the progress of work, status of the program(s), and existing or potential problem areas. The contractor shall submit the Contract Status Report for the same timeframe as each invoice submitted in the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) module of Wide Area Work Flow (WAWF) and in accordance with CDRL A00S.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	24 of 74	

6.0 Government Furnished Information

The following Government Furnished Information (GFI) will be identified under individual technical instructions (TI) and made available under this contract. Additional GFI may be identified and provided as part of the TI.

Item No.	Government Furnished Information	SOW Para
1	System Engineering Drawings and Documentation	4.1-4.4, 4.6
2	TEMPALT 2014016 SSN 688/688I Class MCM, MMM, SRTD (Rev-)	4.1, 4.2, 4.6
3	TEMPALT 2016017 Virginia Class MCM, MMM, SRTD (Rev-)	4.1, 4.2, 4.6
4	TEMPALT 349.02 SGGN 726 Mission Support Equipment	4.1, 4.2, 4.6
5	TEMPALT 304.02R SSGN 726 and 728 AUGLOADOUT (KINGFISHER)	4.1, 4.2, 4.6
6	TEMPALT 344.02 SSGN 727 and 729 Mission Support Equipment (Rev-)	4.1, 4.2, 4.6
7	TEMPALT 348.02 BMC CENTRIX	4.1, 4.2, 4.6
8	TEMPALT 2007072A SSN 688 Improved Class Augmentation Load Out	4.1, 4.2, 4.6
9	TEMPALT 2013016A and 2013016B 688_688I Radiant Valkyrie Lite	4.1, 4.2, 4.6
10	TEMPALT 200923A Radiant Galina	4.1, 4.2, 4.6
11	TEMPALT 2015024 Radiant Galina IV	4.1, 4.2, 4.6
12	TEMPALT 2015018 VA Class Radiant Valkyrie Lite	4.1, 4.2, 4.6
13	Program Schedules	4.1 - 4.7
14	System Operation Verification Test (SOVT) Procedures	4.1 - 4.6
15	Mission Configuration Mast Pre-Post Installation Test Procedure	4.1 - 4.6
16	Mission Configurable Mast Source Code	4.3 - 4.6
17	NASA World Wind Software and Documentation	4.3 - 4.6
18	MCM UAV Module IRS ver. 1.4	4.3 - 4.6
19	Project Reporting Requirements	4.7

7.0 Quality Surveillance and Performance Standards

The Government will conduct quality surveillance via various methods including formal

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	25 of 74	

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). Responsiveness will be evaluated based on 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 the contractor's ability to manage to the negotiated costs.

The following Clauses are incorporated by Full Text:

CONTRACTOR MANPOWER REPORTING APPLICATION (ECRMA) LANGUAGE

The contractor shall report 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. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

The contractor is required to completely fill in all required data fields using the following web address https://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 DATA REQUIREMENTS (NAVSEA) (SEP 1992) - CLIN 7999

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

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

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL	
N00178-04-D-4122	N6660418F3011	P00017	26 of 74		

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

- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

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

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	27 of 74	

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.

- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2015)

- (a) <u>Baseline Definition</u> For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.
- (b) General Requirement (1) The Contractor shall maintain a Configuration Control

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL	ı
N00178-04-D-4122	N6660418F3011	P00017	28 of 74		ı

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

- (2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.
- (c) Engineering Change Proposals (ECPs) ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-SESS-80639D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.
- (d) Non-Engineering Change Proposals (NECPs) An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the NECP is approved.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	29 of 74	

- (e) <u>Deviations and Waivers</u> In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Variance. DI-SESS-80640D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.
- (f) <u>Equitable Adjustments for Change Documentation Preparations</u> For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:
- (1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.
- (2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.
- (3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.
- (4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.
- (5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.
- (6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).
- (g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	30 of 74	

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

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

- (a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for
- (1) The specifications set forth in Section C, and
- (2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.
- (b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION 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.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	31 of 74	

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

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or 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,

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	32 of 74	

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

- (f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.
- (g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may H 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.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	33 of 74	

- (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.
- (I) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

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

- (a) Definitions.
- (i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).
- (ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.
- (b) Requirements.

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

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

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	34 of 74	

- (a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:
- (1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE Std. 12207:2008;
- (2) Contain the information defined by ISO/IEC/IEEE 15289:2017, section 7.3 (generic content) and the Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process in Table 2 of ISO/IEC/IEEE 15289:2017. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;
- (3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;
- (4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE Std. 12207:2008 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;
- (5) Include the content defined by all information items listed in Table 2 of ISO/IEC/IEEE 15289:2017, as appropriate for the system and be consistent with the processes proposed by the developers;
- (6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE 15289:2017 as appropriate;
- (7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;
- (8) Be in accordance with the framework defined in IEEE Std. 12207:2008, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;
- (9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with 7.3 of ISO/IEC/IEEE 15289:2017, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.
- (b) The SDP shall be delivered to the Government for concurrence under CDRL A006 and shall not vary significantly from that proposed to the Government for evaluation for

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	35 of 74	

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.

UW C-2-0001 COST AND PERFORMANCE REPORTING (MAR 2017)

- (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 Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.
- (b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.
- (c) Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access:

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

(2) Submission and Acceptance/Rejection:

The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	36 of 74	

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	37 of 74	

SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

HQ D-1-0001 PACKAGING OF DATA

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

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

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

HQ D-2-0006 MARKING AND PACKING LIST(S)(NAVSEA)(NOV 1996)

- (a) <u>Marking</u>. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) <u>Packing List(s)</u>. A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

- (c) <u>Master Packing List</u>. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) <u>Part Identification</u>. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE 1 (NAVSEA)(APR 2015)

- (a) <u>Marking</u>. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.
- (b) <u>Packing List(s)</u>. A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	38 of 74	

be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

- (c) <u>Master Packing List</u>. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) <u>Part Identification</u>. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded

(5) sponso	or: See Technical Instruction	_
. , .	(Name of Individual Sponsor)	
	(Name of Requiring Activity)	
	(City and State)	

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	39 of 74	

SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

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

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

The following Clauses are incorporated by Full Text:

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF 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 OF 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.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	40 of 74	

SECTION F DELIVERABLES OR PERFORMANCE

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

7100	4/13/2018 - 4/12/2019
7101AA	4/13/2018 - 9/30/2018
7101AB	4/13/2018 - 9/30/2018
7101AC	4/13/2018 - 9/30/2018
7101AD	6/26/2018 - 4/12/2019
7101AE	6/26/2018 - 4/12/2019
7101AF	7/13/2018 - 4/12/2019
7101AG	7/13/2018 - 9/30/2018
7101AH	8/24/2018 - 4/12/2019
7101AJ	8/24/2018 - 4/12/2019
7101AK	8/24/2018 - 4/12/2019
7101AL	8/24/2018 - 4/12/2019
7101AM	9/6/2018 - 4/12/2019
7101AN	9/6/2018 - 4/12/2019
7101AP	9/6/2018 - 4/12/2019
7101AQ	9/6/2018 - 4/12/2019
7101AR	9/6/2018 - 4/12/2019
7101AS	9/6/2018 - 4/12/2019
7101AT	9/6/2018 - 4/12/2019
7101AU	12/7/2018 - 4/12/2019
7101AV	12/7/2018 - 4/12/2019
7101AW	12/7/2018 - 4/12/2019
7101AX	12/7/2018 - 4/12/2019
7101AY	3/18/2019 - 4/12/2019
7101AZ	3/18/2019 - 4/12/2019
7101BA	3/18/2019 - 4/12/2019
7200	4/13/2019 - 4/12/2020
7201AA	4/13/2019 - 4/12/2020
7201AB	4/13/2019 - 4/12/2020
7201AC	4/13/2019 - 4/12/2020
7201AD	4/13/2019 - 4/12/2020
7201AE	4/13/2019 - 4/12/2020
7201AF	4/13/2019 - 4/12/2020
7201AG	4/13/2019 - 4/12/2020
7201AH	4/13/2019 - 4/12/2020
7201AJ	7/31/2019 - 4/12/2020
7201AK	7/31/2019 - 4/12/2020
7201AL	7/31/2019 - 4/12/2020
7201AM	7/31/2019 - 4/12/2020

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.
N00178-04-D-4122	N6660418F3011	P00017
7201AN		7/31/2019 - 4/12/2020
7201AP		7/31/2019 - 4/12/2020
7201AQ		8/2/2019 - 4/12/2020
7201AR		8/2/2019 - 4/12/2020
7201AS		8/2/2019 - 4/12/2020
7201AT		8/2/2019 - 4/12/2020
7201AU		9/6/2019 - 4/12/2020
7201AV		9/6/2019 - 4/12/2020
7201AW		9/23/2019 - 4/12/2020
7201AX		9/23/2019 - 4/12/2020
7201AY		9/23/2019 - 4/12/2020
7201AZ		9/23/2019 - 4/12/2020
7201BA		9/23/2019 - 4/12/2020
7201BB		9/26/2019 - 4/12/2020
7201BC		10/1/2019 - 4/12/2020
7201BD		12/11/2019 - 4/12/2020
9100		4/13/2018 - 4/12/2019
9101AA		4/13/2018 - 9/30/2018
9101AB		4/13/2018 - 9/30/2018
9101AC		4/13/2018 - 9/30/2018
9101AD		6/26/2018 - 4/12/2019
9101AE		6/26/2018 - 4/12/2019
9101AF		7/13/2018 - 4/12/2019
9101AG		7/13/2018 - 9/30/2018
9101AH		8/24/2018 - 4/12/2019
9101AJ		8/24/2018 - 4/12/2019
9101AK		9/6/2018 - 4/12/2019
9101AL		9/6/2018 - 4/12/2019
9101AM		9/6/2018 - 4/12/2019
9101AN		9/6/2018 - 4/12/2019
9101AP		9/6/2018 - 4/12/2019
9101AQ		9/6/2018 - 4/12/2019
9101AR		9/6/2018 - 4/12/2019
9101AS		9/6/2018 - 4/12/2019
9101AT		12/7/2018 - 4/12/2019
9101AU		12/7/2018 - 4/12/2019
9101AV		12/7/2018 - 4/12/2019
9101AW		12/7/2018 - 4/12/2019
9101AX		3/18/2019 - 4/12/2019
9101AY		3/18/2019 - 4/12/2019
9200		4/13/2019 - 4/12/2020
9201AA		4/13/2019 - 4/12/2020
9201AB		4/13/2019 - 4/12/2020

PAGE 41 of 74

FINAL

N00178-04-D-4122	N6660418F3011	P00017	42 of 74
N00178-04-D-4122	11000041813011	100017	142 01 74
9201AC	2	4/13/2019 - 4/12/2020	
9201AD	2	4/13/2019 - 4/12/2020	
9201AE	4	4/13/2019 - 4/12/2020	
9201AF	4	4/13/2019 - 4/12/2020	
9201AG	4	4/13/2019 - 4/12/2020	
9201AH	7	7/31/2019 - 4/12/2020	
9201AJ	7	7/31/2019 - 4/12/2020	
9201AK	7	7/31/2019 - 4/12/2020	
9201AL	7	7/31/2019 - 4/12/2020	
9201AM	7	7/31/2019 - 4/12/2020	
9201AN	7	7/31/2019 - 4/12/2020	
9201AP	8	3/2/2019 - 4/12/2020	
9201AQ	Ģ	9/6/2019 - 4/12/2020	
9201AR	Ģ	9/6/2019 - 4/12/2020	
9201AS	Ģ	9/6/2019 - 4/12/2020	
9201AT	Ģ	9/6/2019 - 4/12/2020	
9201AU	Ģ	9/23/2019 - 4/12/2020	
9201AV	Ģ	9/23/2019 - 4/12/2020	
9201AW	Ģ	9/23/2019 - 4/12/2020	
9201AX	Ģ	9/23/2019 - 4/12/2020	
9201AY	Ģ	9/23/2019 - 4/12/2020	
9201AZ	Ģ	9/23/2019 - 4/12/2020	
9201BA	Ģ	9/26/2019 - 4/12/2020	
9201BB	1	12/11/2019 - 4/12/2020	
9201BC	1	12/11/2019 - 4/12/2020	

DELIVERY ORDER NO.

AMENDMENT/MODIFICATION NO.

PAGE

FINAL

The following Clauses are incorporated by Full Text:

CONTRACT NO.

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

CLIN	Funding Type	Base or Option #	Performance Period
7100 & 9100	OMN, OPN, RDT&E, RDDA	BASE	04/13/18 - 04/12/19
7200 & 9200	OMN, OPN, RDT&E, RDDA	Option 1	04/13/19 - 04/12/20
7300& 9300	OMN, OPN, RDT&E, RDDA	Option 2	04/13/20 - 04/12/21*

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	43 of 74	

7400 & 9400	OMN, OPN, RDT&E, RDDA	Option 3	04/13/21 - 04/12/22*
7500 & 9500	OMN, OPN, RDT&E, RDDA	Option 4	04/13/22 - 04/12/23*

* 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-2-0004 F.O.B. DESTINATION (NAVSEA) (APR 2015)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the delivery instructions specified herein.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	44 of 74	

SECTION G CONTRACT ADMINISTRATION DATA

NOTE TO THE PAYMENT OFFICE

DFARS PGI 204.7108 (d)(1) Line item specific: single funding

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 (MAY 2013)

- (a) Definitions. As used in this clause—
- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- (b) *Electronic invoicing*. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	45 of 74	

- (1) Document type. The Contractor shall use the following document type(s). 7000 & 9000 series CLINs: 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*

	7000 & 9000 Series CLINs
Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N66604
Admin DoDAAC	S2206A
Inspect By DoDAAC	Not Applicable
Ship To Code	N66604
Ship From Code	Not Applicable
Mark For Code	N66604
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.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	46 of 74	

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

NAVSEA HQ WAWF Helpdesk at WAWFHQ@navy.mil or

(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), subline item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.
- (b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

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

(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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL	l
N00178-04-D-4122	N6660418F3011	P00017	47 of 74		l

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:



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



CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	48 of 74	

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



(g) The Contractor's Representative is:



(h) The Contractor's Senior Technical Representative (STR), point of contact for performance under this contract is:

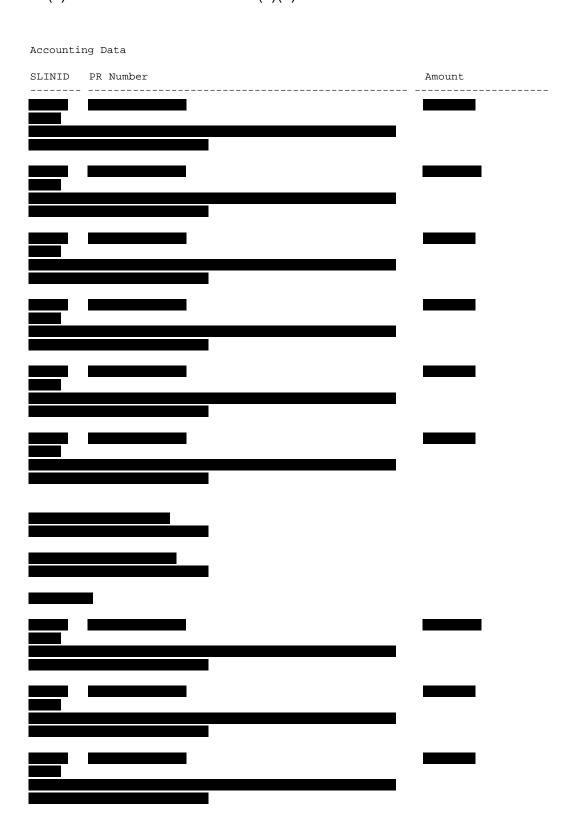


UW G-2-0003 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2017)

- (a) In accordance with FAR 42.302(a) all functions listed are designated to the Administrative Contracting Office (ACO) except the following items to be retained by the PCO:
 - (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
 - (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.
- (b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO:

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL	
N00178-04-D-4122	N6660418F3011	P00017	49 of 74		l

- (1) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to know contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 022 -- CLOSEOUT)
 - (2) the function of FAR 42.302(b)(6).



CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3011	AMENDMENT/MODIFICATION NO. P00017	PAGE 50 of 74	FINAL

	T	1	
CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3011	AMENDMENT P00017	/MODIFICATION NO.
	_		
	_		
	_		
	-		
			

PAGE

51 of 74

FINAL

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	52 of 74	
				
	_			
_				
	-			
	_			
	_			

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3011	AMENDMENT/MODIFICATION NO. P00017	PAGE 53 of 74
N00178-04-D-4122	N000U418F3U11	P00017	35 01 74
	_		
_			

FINAL

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3011	AMENDMENT/MODIFICATION NO. P00017	PAGE 54 of 74	FINAL
	_			
		_		
	-			
	_			

CONTRACTOR	DELIVEDIA COSTO	AMENDMENTA CONTROL TO CONTROL	In.c=	Tenus:
CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3011	AMENDMENT/MODIFICATION NO. P00017	PAGE 55 of 74	FINAL
		1	,	•
	_			

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	56 of 74	FINAL
	•			
	•			
_				
	_			

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3011	AMENDMENT/MODIFICATION P00017	NO. PAGE 57 of 74	FINAL
		_		
	= .			

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	58 of 74	



CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	59 of 74	

SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

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

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be <u>309,750</u> 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 **zero (0)** man-hours are uncompensated effort.

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

- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in <u>direct</u> 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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL	1
N00178-04-D-4122	N6660418F3011	P00017	60 of 74		

performance. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.
- (h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	61 of 74	

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

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

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

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

Phone: (951) 898-3207 Fax: (951) 898-3250

Internet: http://www.gidep.org

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	62 of 74	

- (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.

NOTE - Key Personnel are identified in Attachment #7 in Section J.

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's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.
- (d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	63 of 74	

disputed technical instruction.

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

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

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	64 of 74	

SECTION I CONTRACT CLAUSES

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

a. FAR:

- 52.202-1 Definitions (NOV 2013)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (MAY 2014)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform employees Whistleblower Rights (APR 2014)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
- 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)
- 52.204-22 Alternative Line Item Proposal (JAN 2017)
- 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)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	65 of 74	

- 52.211-7 Alternatives to Government-Unique Standards (Nov 1999)
- 52.215-2 Audit and Records Negotiation (OCT 2010)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009)
- 52.216-7 Allowable Cost and Payment (JUN 2013)
- 52.216-8 Fixed Fee (JUN 2011)
- 52.219-8 Utilization of Small Business Concerns (Nov 2016)
- 52.219-14 Limitations on Subcontracting (JAN 2017)
- 52.219-28 Post-Award Small Business Program Representation (JUL 2013)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)
- 52.222-19 Child Labor—Cooperation with Authorities and Remedies (OCT 2016)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- 52.222-26 Equal Opportunity (SEP 2016)
- 52.222-35 Equal Opportunity for Veterans (OCT 2015)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)
- 52.222-37 Employment Reports on Veterans (FEB 2016)
- 52.222-40 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)
- 52.222-54 Employment Eligibility Verification (OCT 2015)
- 52.222-60 Paycheck Transparency (Executive Order 13673) (OCT 2016)
- 52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3011	AMENDMENT/MODIFICATION NO. P00017	PAGE 66 of 74	FINAL
52.223-18 Encoura 2011)	ging Contractor Policie	s to Ban Text Messaging Wh	nile Drivir	ng (AUG
52.224-1 Privacy A	ct Notification (APR 19	84)		
52.224-2 Privacy A	ct (APR 1984)			
52.225-13 Restriction	ons on Certain Foreign	Purchases (JUN 2008)		
	_	Entities Engaging In Certain ation and Certifications (OC		s or
52.227-1 Authorizat	tion and Consent (DEC	2007)		
52.227-2 Notice and 2007)	d Assistance Regardin	g Patent and Copyright Infrir	gement	(DEC
52.227-3 Patent Inc	demnity (APR 1984)			
52.227-11 Patent R	ights - Ownership by th	ne Contractor (MAY 2014)		
52.229-3 Federal, S	State and Local Taxes (FEB 2013)		
52.232-18 Availabil	ity of Funds (APR 1984	4)		
52.232-20 Limitatio	n of Cost (APR 1984)			
52.232-22 Limitatio	n of Funds (APR 1984))		
52.232-23 Assignm	ent of Claims (MAY 20	14)		
52.232-39 Unenford	ceability of Unauthorize	ed Obligations (JUN 2013)		
52.232-40 Providing 2013)	g Accelerated Paymen	ts to Small Business Subcor	tractors	(DEC
52.233-1 Disputes	(MAY 2014)			
52.233-3 Protest Af	ter Award Alternate I (A	AUG 1996)		
52.233-4 Applicable	Law for Breach of Co	ntract Claim (OCT 2004)		
52.237-2 Protection	of Government Buildin	ngs, Equipment, and Vegeta	tion (APF	२ 1984)
52.237-3 Continuity	of Services (JAN 199	1)		

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3011	AMENDMENT/MODIFICATION NO. P00017	PAGE F	FINAL		
52.242-1 Notice of Int	ent to Disallow Costs	(APR 1984)				
52.243-2 Changes - Cost-Reimbursement Alternate I (APR 1984)						
52.244-6 Subcontracts for Commercial Items (JAN 2017)						
52.245-1 Governmen	52.245-1 Government Property (JAN 2017)					
52.245-9 Use and Ch	arges (APR 2012)					
52.246-23 Limitation (of Liability (FEB 1997)					
52.246-25 Limitation (of Liability-Services (F	EB 1997)				
52.249-6 Termination	(Cost-Reimbursemen	t) (MAY 2004)				
52.251-1 Governmen	t Supply Sources (API	R 2012)				
b. DFARS:						
252.201-7000 Contra	cting Officer's Represe	entative (OCT 2016)				
252.203-7000 Require 2011)	ements Relating to Co	mpensation of Former DoD) Officials (SEP		
252.203-7001 Prohibi Related Felonies (DE		eted of Fraud or Other Defe	nse-Contra	ıct-		
252.203-7002 Require	ement to Inform Emplo	oyees of Whistleblower Rig	hts (SEP 2	013)		
252.203-7003 Agency	Office of the Inspecto	or General (DEC 2012)				
252.203-7004 Display	of Fraud Hotline Pos	ter(s) (OCT 2016)				
252.204-7000 Disclos	sure of Information (OC	CT 2016)				
252.204-7003 Contro	I of Government Perso	onnel Work Product (APR 1	992)			
252.204-7004 Alterna	te A System for Award	d Management (FEB 2014)				
252.204-7005 Oral At	testation of Security R	esponsibilities (NOV 2001))			
252.204-7008 Compli (OCT 2016)	iance with Safeguardir	ng Covered Defense Inform	nation Conti	rols		
252.204-7009 Limitati	ions on the Use or Dis	closure of Third-Party Conf	ractor Rep	orted		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	68 of 74	

Cyber Incident Information (OCT 2016)

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

252.204-7015 Notice of Authorized Disclosure of Information to Litigation Support (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)

252.227-7016 Rights in Bid or Proposal Information (JAN 2011)

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

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information With Restrictive Legends (MAY 2013)

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

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

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

252.227-7038 Patent Rights—Ownership by the Contractor (Large Business) (JUN 2012)

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

252.231-7000 Supplemental Cost Principles (DEC 1991)

252.232-7010 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)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	69 of 74	

252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)

252.239-7010 Cloud Computing Services (OCT 2016)

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

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

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

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

252.247-7023 Transportation of Supplies by Sea (APR 2014)

The following Clauses are incorporated by Full Text:

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

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

OPTION
CLIN OPTION EXCERCISE
DATE

7200/9200 Option 1 04/13/2019 7300/9300 Option 2 04/13/2020 7400/9400 Option 3 04/13/2021 7500/9500 Option 4 04/13/2022

- (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.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	70 of 74	

52.222-2 Payment for Overtime Premiums (Jul 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed **\$0.00** or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
- * Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

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.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	71 of 74	

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

Employee Class Monetary Wage - Fringe Benefits (End of Clause)

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

OFFICE OF PERSONNEL MANAGEMENT:

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

52.244-2 Subcontracts (Oct 2010)

- (a) Definitions. As used in this clause—
- "Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)
- "Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.
- "Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-
 - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
 - (2) Is fixed-price and exceeds—
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	72 of 74	

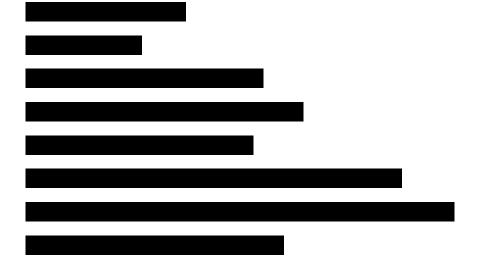
the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

- (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 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.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	73 of 74	

- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

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



CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N6660418F3011	P00017	74 of 74	

SECTION J LIST OF ATTACHMENTS

Attachment 1 - Exhibit "A" - DD Form 1423 - Contract Data Requirements List (with addendum)

Attachment 2 - DD Form 254 - Contract Security Classification Specification

Attachment 3 - Incidental Government Property Made Available Form (GFP)

Attachment 4 - Performance Requirements Summary Table (PRST)

Attachment 5 - RI Wage Determination No. 2015-4089, Rev. 7, dated 04/12/18

Attachment 6 - CT Wage Determination No. 2015-4111, Rev. 6, dated 01/10/18

Attachment 7 - Approved Key Personnel