

2. AMENDMENT/MODIFICATION NO. 34	3. EFFECTIVE DATE 14-Jan-2020	4. REQUISITION/PURCHASE REQ. NO. 1300825978	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE	S2206A

NUWC, NEWPORT DIVISION
1176 Howell Street, Building 1258
Newport RI 02841-1708
Franklin.Patton@navy.mil 401-832-6525

DCMA BOSTON
Bldg 1108
Hanscom AFB MA 01731

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Systems Engineering Associates 62 Johnny Cake Hill Middletown RI 02842-5639	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4122-N436 10B. DATED (SEE ITEM 13) 01-Oct-2015
CAGE CODE 2V276 FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22 'Limitation of Funds'

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY [Redacted] (Signature of Contracting Officer)	[Redacted]

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

GENERAL INFORMATION

Distribution: KR, 0121, DFAS-HQ0337, [REDACTED]

NUWCDIVNPT Control #: 200734

NUWCDIVNPT Requisition #: 1300825978

NUWCDIVNPT POC: [REDACTED]

This modification incorporates Technical Instruction TI-34 by reference.

The purpose of this modification is to provide additional funding.

Section B-

1. Establish new Priced SLIN 7501AC.
2. Shift ceiling and hours from CLIN 7500 to newly established Priced SLIN 7501AC.

Section F-

1. Add the Period of Performance for newly established Priced SLIN 7501AC.

Section G-

1. Accounting and Appropriation Data LLA: BL/7501AC is added by this modification.

All other Task Order terms and conditions remain unchanged.

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

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R499	Base Year Labor (WPN, RDTE, RDDA, SCC, SPDP, FMS) (Fund Type - TBD)	█	█	█	█	█
7101		Base Year Labor					█
7101AA	R499	AA \$█ FY of funding: No year funds Type of money: SCC Customer Code: 8515 Sponsor: PMS404 TI-1, Rev. 0 (Fund Type - OTHER)	█	█	█	█	█
7101AB	R499	AB \$█ (FY of funding: N/A, Type of money: SCC, Customer Code: 8515, Sponsor: NUWC DIVNPT, TI-2) (Fund Type - OTHER)	█	█	█	█	█
7101AC	R499	AC \$█ (FY of funding: 15, Type of money: NWCF, Customer Code: 8515, Sponsor: PMS404, TI-3) (WCF)	█	█	█	█	█
7101AD	R499	AD \$█ in Mod 12) (FY of funding: N/A, Type of money: NWCF, Customer Code: 8515, Sponsor: PMS404, TI-5, Rev. 0) (WCF)	█	█	█	█	█
7101AE	R499	AE \$█ FY of Funds: N/A; Type of Funds: NWCF; Customer Code: 8515; Sponsor: NUWC DIVNPT; TI#: TI-6, Rev. 0 (WCF)	█	█	█	█	█
7110	R499	NOT IN USE (Fund Type - TBD) Option	█	█	█	█	█
7200	R499	CONVERTED TO PRICED CLIN 7600 AND ASSOCIATED SLINS 7601 (Fund Type - TBD) Option	█	█	█	█	█
7210	R499	NOT IN USE (Fund Type - TBD) Option	█	█	█	█	█
7300	R499	Option 2 Labor (WPN, RDTE, RDDA, SCC, SPDP, FMS) (Fund Type - TBD)	█	█	█	█	█
7301		PRICED SLINS ASSOCIATED WITH PRICED CLIN 7300.					█

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301AA	R499	AU \$ [REDACTED] (FY of Funds: 2018; Type of Money: SCC; Customer Code:8515; Sponsor: PMS 404; TI# TI-19. (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7301AB	R499	AW \$ [REDACTED] FY of Funds: 2017; Type of Money: RDTE; Customer Code: 8515; Sponsor: PMS 404; TI# TI-20 (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7301AC	R499	AX \$ [REDACTED] FY of Funds: N/A; Type of Money: SCC; Customer Code: 8515; Sponsor: NUWC DIVNPT; TI#: TI-22 (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7301AD	R499	AY \$ [REDACTED] FY of Funds: FY18; Type of Money: RDTE; Customer Code: 8515; Sponsor: PMS 404; TI#: TI-21 (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7301AE	R499	AZ \$ [REDACTED] (FY of funding: 2018, Type of money: RDDA, Customer Code: 8515, Sponsor: TRMC, TI-23) (RDDA)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7301AF	R499	BA \$ [REDACTED] (FY of funding: 2018, Type of money: SCC, Customer Code: 8515, Sponsor: NUWC 8515, TI-24) (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7301AG	R499	BB \$ [REDACTED] in Mod 27) (FY of funding: 2018, Type of money: RDTE, Customer Code: 8515, Sponsor: PMS404, TI-25) (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7310	R499	NOT IN USE (Fund Type - TBD) Option	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7400	R499	Option 3 Labor (WPN, RDTE, RDDA, SCC, SPDP, FMS) (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7401		PRICED SLINS ASSOCIATED WITH PRICED CLIN 7400					[REDACTED]
7401AA	R499	BC \$ [REDACTED] FY of Funds: 2018; Type of Funds: RDT&E; Customer Code: NUWC 8515; Sponsor: PMS404; TI#: TI-26 (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7401AB	R499	BD \$ [REDACTED] (FY of funding: N/A, Type of money: SCC, Customer Code: 8515, Sponsor: PMS404, TI-27) (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 3 of 59	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401AC	R499	BE \$ [REDACTED] (FY of funding: 2018, Type of money:RDT&E, Customer Code: 8515, Sponsor: PMS404, TI-28) (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7401AD	R499	BF \$ [REDACTED] FY of Funding: 2019; Type of Money; RDT&E; Customer Code: 8515; Sponsor; PMS 404; TI#: TI-29 (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7401AE	R499	BG \$ [REDACTED] FY of Funding: 2019; Type of Money; RDT&E; Customer Code: 8515; Sponsor; Torpedo Systems PMS 404; TI#: TI-30 (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7401AF	R499	BH \$ [REDACTED] (FY of Funding: N/A, Type of Money: SCC, Customer Code: 8515, Sponsor: NUWC DIVNPT Code 85, TI-31) (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7410	R499	NOT IN USE (Fund Type - TBD) Option	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7500	R499	Option 4 Labor (WPN, RDTE, RDDA, SCC, SPDP, FMS) (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7501		PRICED SLINS ASSOCIATED WITH PRICED CLIN 7500					[REDACTED]
7501AA	R499	BJ \$ [REDACTED] (FY of Funding: N/A, Type of Money: SCC, Customer Code: 8515, Sponsor: NUWC DIVNPT 85, TI-32) (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7501AB	R499	BK \$ [REDACTED] FY of Funding: N/A; Type of Money: SCC; Customer Code: 8515; Sponsor: NUWC DIVNPT 85; TI-33 (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7501AC	R499	BL \$ [REDACTED] FY of Funding: 2020; Type of Money: RDT&E; Customer Code: 8515; Sponsor: PMS404; TI#: TI-34 (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7510	R499	NOT IN USE (Fund Type - TBD) Option	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7600	R499	OPTION 5 WPN, RDTE, RDDA, SCC, SPDP, FMS (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7601		PRICED SLINS ASSOCIATED WITH PRICED CLIN 7600					[REDACTED]
7601AA	R499	AF \$ [REDACTED] (FY of funding: 2016, Type of money: RDTE, Customer Code: 8514, Sponsor: PMS404, TI-8, Rev. 1) (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7601AB	R499	AG \$ [REDACTED] [REDACTED] in Mod 23) (FY of funding: 2016, Type of money: NWCF, Customer Code: 8514, Sponsor: PMS404, TI-7, Rev. XX) (WCF)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7601AC	R499	AH \$ [REDACTED] [REDACTED] in Mod 12)(FY of funding: 2016, Type of money: RDDA, Customer Code: 8514, Sponsor: PMS404, TI-8, Rev. 1) (RDDA)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7601AD	R499	AJ \$ [REDACTED] (FY of funding: 2016, Type of money: RDT&E, Customer Code: 8514, Sponsor: PMS404, TI-9, Rev. XX) (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7601AE	R499	AK \$ [REDACTED] FY of Funds: N/A; Type of Funds: SCC; Customer Code: NUWC 8515; Sponsor: PMS404; TI#: TI-10 (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7601AF	R499	AM \$ [REDACTED] [REDACTED] in Mod 23) FY of Funding: N/A; Type of Money: SCC; Customer Code: 8515; Sponsor: NUWC DIVNPT; TI#: TI-11 (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7601AG	R499	AN \$ [REDACTED] FY of Funding: 2016; Type of Money: RDT&E; Customer Code: 8515; Sponsor: PMS404; TI#: TI-12 (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7601AH	R499	AP \$ [REDACTED] [REDACTED] in Mod 23) FY of Funding: N/A; Type of funds: NUWC DIVNPT SCC; Customer Code: 8515; Sponsor: PMS404; TI#: TI-13 (WCF)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7601AJ	R499	AQ \$ [REDACTED] FY of Funding: 2017; Type of Funds: RDDA; Customer Code: 8515; Sponsor Code: DoD OSD, TRMC; TI#: TI-14 (WCF)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7601AK	R499	AR \$ [REDACTED] [REDACTED] deob in Mod 24)(FY of Funds: 2017; Type of Funds: RDT&E; Customer Code: 8515; Sponsor: PMS 404; TI#: TI-15) (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7601AL	R499	AS \$ [REDACTED] [REDACTED] in Mod 23) FY of Funds: 2017; Type of Funds: RDDA; Customer Code: 8515; Sponsor: DoD OSD TRMC; TI#: TI-16 (RDDA)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7601AM	R499	AT \$ [REDACTED] [REDACTED] in Mod 23) FY of Funds: N/A; Type of Money: SCC; Customer Code: 8515; Sponsor: NUWC 8515; TI# TI-18. (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7601AN	R499	AV \$ [REDACTED] [REDACTED] deob in Mod 24)(FY of Funds: 2017; Type of Funds: RDT&E; Customer Code: 8515; Sponsor: PMS 404; TI#: TI-17) (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R499	Base Year ODC (WPN, RDTE, RDDA, SCC, SPDP, FMS) (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]
9101					[REDACTED]
9101AA	R499	AA \$ [REDACTED] FY of funding: No year funds Type of money: SCC Customer Code: 8515 Sponsor: PMS404 TI-1. Rev. 0 (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]
9101AB	R499	AB \$ [REDACTED] (FY of funding: N/A, Type of money: SCC, Customer Code: 8515, Sponsor: NUWC DIVNPT, TI-2) (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]
9101AC	R499	AC \$ [REDACTED] (FY of funding: N/A, Type of money: NWCF, Customer Code: 8515, Sponsor: PMS404, TI-3) (WCF)	[REDACTED]	[REDACTED]	[REDACTED]
9110	R499	NOT IN USE (Fund Type - TBD) Option	[REDACTED]	[REDACTED]	[REDACTED]
9200	R499	CONVERTED TO PRICED CLIN 9600 AND ASSOCIATED SLINS 9601 (Fund Type - TBD) Option	[REDACTED]	[REDACTED]	[REDACTED]
9210	R499	NOT IN USE (Fund Type - TBD) Option	[REDACTED]	[REDACTED]	[REDACTED]
9300	R499	Option 2 ODC (WPN, RDTE, RDDA, SCC, SPDP, FMS) (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]
9301		PRICED SLINS ASSOCIATED WITH PRICED CLIN 9300.			[REDACTED]
9301AA	R499	AU \$ [REDACTED] (FY of Funds: 2018; Type of Money: SCC; Customer Code:8515; Sponsor: PMS 404; TI# TI-19. (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]
9301AB	R499	AX \$ [REDACTED] FY of Funds: N/A; Type of Money: SCC; Customer Code: 8515; Sponsor: NUWC DIVNPT; TI#: TI-22 (Fund Type - OTHER)	[REDACTED]	[REDACTED]	[REDACTED]
9301AE	R499	ODC in support of CLIN 7301 (RDDA)	[REDACTED]	[REDACTED]	[REDACTED]
9301AG	R499	ODC in support of CLIN 7301 (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9310	R499	NOT IN USE (Fund Type - TBD) Option	█	█	█
9400	R499	Option 3 ODC (WPN, RDTE, RDDA, SCC, SPDP, FMS) (Fund Type - TBD)	█	█	█
9401		PRICED SLINS ASSOCIATED WITH PRICED CLIN 9400			█
9401AA	R499	BC \$ █ (FY of Funds: 2018; Type of Funds: RDT&E; Customer Code: NUWC 8515; Sponsor: PMS404; TI#: TI-26 (RDT&E)	█	█	█
9401AB	R499	BD \$ █ (FY of funding: N/A, Type of money: SCC, Customer Code: 8515, Sponsor: PMS404, TI-27) (Fund Type - OTHER)	█	█	█
9410	R499	NOT IN USE (Fund Type - TBD) Option	█	█	█
9500	R499	Option 4 ODC (WPN, RDTE, RDDA, SCC, SPDP, FMS) (Fund Type - TBD)	█	█	█
9501		PRICED SLINS ASSOCIATED WITH PRICED CLIN 9500			█
9501AA	R499	BJ \$ █ (FY of Funding: N/A, Type of Money: SCC, Customer Code: 8515, Sponsor: NUWC DIVNPT 85, TI-32) (Fund Type - OTHER)	█	█	█
9510	R499	NOT IN USE (Fund Type - TBD) Option	█	█	█
9600	R499	OPTION 5 ODC WPN, RDTE, RDDA, SCC, SPDP, FMS (Fund Type - OTHER)	█	█	█
9601		PRICED SLINS ASSOCIATED WITH PRICED CLIN 9600			█
9601AA	R499	AG \$ █ (FY of funding: 2016, Type of money: NWCF, Customer Code: 8514, Sponsor: PMS404, TI-7, Rev. XX) (WCF)	█	█	█
9601AB	R499	AL \$ █ (FY of Funds: 2016; Type of Funds: RDT&E; Customer Code: NUWC 8515; Sponsor: PMS404; TI#: TI-10 (RDT&E)	█	█	█
9601AC	R499	AM \$ █ (FY of Funding: N/A; Type of Money: SCC; Customer Code: 8515; Sponsor: NUWC DIVNPT; TI#: TI-11 (Fund Type - OTHER)	█	█	█
9601AD	R499	AP \$ █ (FY of Funding: N/A; Type of funds: NUWC DIVNPT SCC; Customer Code: 8515; Sponsor: PMS404; TI#: TI-13 (WCF)	█	█	█

Fee Table (JUL 2012)

Labor CLINs/SLINs	Fee/Hour
7100 & 7101 Total Priced SLINs	█
7300 & 7301 Total Priced SLINs	█
7400 & 7401 Total Priced SLINs	█
7500 & 7501 Total Priced SLINs	█
7600 & 7601 Total Priced SLINs	█

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 7 of 59	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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

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

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

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

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

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

HQ B-2-0020 Travel Costs – Alternate I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

This entire Task Order is cost type.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 8 of 59	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

The Weapons Analysis Facility (WAF) NUWC DIVNPT is the Navy's only real-time Hardware-in-the-Loop (HWIL) Modeling and Simulation (M&S) capability supporting Heavyweight and Lightweight torpedo across the full life cycle. The WAF is in the Undersea Vehicles Simulation and Analysis Branch, Code 8515, under the purview of the Undersea Warfare Weapons, Vehicles, and Defensive Systems Department, Code 85. Potential Program Sponsors and Customers include:

- PMS 397 (Ohio Replacement)
- PMS 404 (US Undersea Weapons and Targets)
- PMS 415 (US Defensive Systems)
- PMS 450 (Virginia Class)
- ONR (Office of Naval Research)
- ONI (Office of Naval Intelligence)
- COMOPTEVFOR (System Assessment Agency)
- DEVRON 12 (Developmental Squadron)
- DOT&E (DOD Test & Evaluation)
- Royal Australian Navy (RAN – Armaments Cooperative Agreement)
- OSD Test Resource Management Center (TRMC)
- OSD High Performance Computing Counsel (HPCC)

The WAF maintains its world class status by applying current and developing future technologies to undersea vehicle system stimulation performance. To achieve these goals, the WAF provides unique resources and full-spectrum facilities supporting undersea weapons systems. Technical engineering services are needed to maintain this critical M&S capability with full-spectrum engineering related activities. Multi-functional technical areas consist of the following: research, design and development, system and process engineering efforts, modeling, simulation, stimulation, emulation, prototyping, test and evaluation, analysis, and interoperability services. The programs and their related technologies being developed, evaluated and otherwise supported by these collective efforts include:

- Heavyweight Torpedoes and Test Equipment
- Lightweight Torpedoes and Test Equipment
- Unmanned Undersea Vehicles (UUVs)
- Countermeasures
- Modeling of many objects and their characteristics involved in an undersea scenario
- Modeling of water environment
- Simulation/Stimulation/Emulation
- Support and Test Equipment
- Hardware-in-the-Loop (HWIL) development
- Operational Software development
- Data Recording, Data Reduction and Analysis
- Exploration of design concepts Hardware/Software
- Test-beds
- Software Tools
- Hardware/Software Design, Development, Integration, Test and Evaluation, and Installation

2.0 Scope:

In support of the Weapons Analysis Facility (WAF), the contractor shall perform Research and

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 9 of 59	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Development Support, Engineering, System Engineering and Process Engineering Support, Modeling, Simulation, Stimulation, and Analysis Support, System Design Documentation and Technical Data Support, Software Engineering, Development, Programming, and Network Support.

The contractor shall support the development, maintenance and enhancement of HWIL simulators including Heavyweight Weapon racks (MK 48 Mod 4, Mod 6 GCB, Mod 6 ACOT, Mod 6AT, Mod 7 CBASS, Mod 7AT), Lightweight Weapon racks (MK 46, MK 54 Mod 0 and MK 54 Mod 1), other foreign torpedo racks, and Defensive Systems. The contractor shall support integration / test bed racks supporting Production, Future Naval Capabilities (FNC), Research Development Test & Evaluation (RDTE), Foreign Military Sales (FMS), and In-Service Engineering (ISE). The contractor shall provide new model integration into the WAF simulation engine, upgrade and maintain hardware and software interfaces, conduct feasibility studies on new technologies, troubleshoot and repair of system components, develop and maintain software tools, and provide customized HWIL simulators to foreign allies. The contractor shall be knowledgeable in the following software languages, operating systems and tools:

- Concurrent Computing (Red Hawk OS)
- Dell (Red Hat and Windows) systems
- Java
- C
- C++
- MatLab
- Simulink

3.0 Applicable Documents:

The following specifications/standards/directives/manuals are provided for use during the performance of the work required under contract. In those instances where processes and procedures are not covered in the documents listed below, the Contractor shall use documented in-house practices, procedures, and systems or commercial equivalent standards.

A. Standards

- 3.1 IEEE/EIA 12207.0 Standard for Information Technology
- 3.2 IEEE/EIA 12207.1 Software Life Cycle Processes – Life Cycle Data
- 3.3 IEEE/EIA 12207.2 Software Life Cycle Processes –Implementation Considerations
- 3.4 MIL-STD-3022 Documentation of Verification, Validation, and Accreditation (VV&A) for Models and Simulations
- 3.5 MIL-STD-1472 Human Engineering Design Criteria for Military Systems, Equipment, and Facilities
- 3.6 MIL-STD-31000A Technical Data Packages

B. Instructions

- 3.7 OPNAVINST 5239.1A DON Automatic Data Processing (ADP) Security Program
- 3.8 NUWCDIVNPTINST 5500.4B Naval Undersea Warfare Center Division Newport Security Manual
- 3.9 NUWCDIVNPTINST 5090.3 Hazardous Material Control Program
- 3.10 NUWCDIVNPTINST 5100.5 Occupational Safety and Health (OSH) Program

C. Manuals

- 3.11 NUWCDIVNPT Software Configuration Management Plan
- 3.12 NUWCDIVNPTINST 5200.4 NUWCDIVNPT Publications and Presentations Guide
- 3.13 NUWCDIVNPTINST 5500.4 - NUWCDIVNPT Security Manual Regulation
- 3.14 SECNAVINST 5216.5 - Department of the Navy Correspondence Manual
- 3.15 SECNAVINST 5510.30 - Department of the Navy Personnel Security Program
- 3.16 SECNAVINST 5510.36 - Department of the Navy Information Security Program Regulation
- 3.17 NAVSEA Technical Manual SW510-AG-DOC-010, Heavyweight Torpedo Documentation Control Policy
- 3.18 Torpedo Data System Reference Manual
- 3.19 Torpedo Systems Department Code 85 Facilities Plans and Policies Manual

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 10 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.20 Torpedo Systems Department Systems Engineering Process

3.21 MIL STD-2000 Standard Requirements for Soldering Electrical and Electronic Equipment.

4.0 Technical Requirements

This requirement falls within the scope of the SEAPORT basic contract at paragraph numbers(s): 3.1, 3.2, 3.3, 3.5, 3.6, and 3.21. The following tasks will be funded under Service Cost Center (SCC), Navy Working Capital Fund (NWCFF), Research, Development, Test and Evaluation (RDTE), Capital Investment Program (CIP), Special Deposit (SPDP), or Foreign Military Sales (FMS) funds. The following tasks are required to support the WAF. Utilizing GFI or in accordance with guidance stated in written Technical Instruction (TIs) the contractor shall perform the following tasking:

4.1 Task A: Simulator Upgrades

In accordance with (IAW) Applicable Documents 3.1 -3.8 and 3.11 and utilizing GFI Weapons Analysis Facility (WAF) Users Guide (GFI 6.1) and the Modeling and Simulation Software Configuration Management Plan (GFI 6.2), the contractor shall modify, and upgrade the WAF software simulator components or models (GFI 6.3, 6.4) and hardware in the WAF needed for continuing support of the multiple undersea vehicles and weapons systems, and their associated technologies. For simulator components, this includes the following simulator functionality: command and control message traffic, critical timing analysis, diagnostic communications monitoring, specialized drivers and hardware connection software, analysis and display software, data collection of undersea vehicle parameters, and operator interface software. For models, this includes: acoustic and non-acoustic target associated models and environmental models. The contractor shall develop emulation models of undersea systems.

4.1.1 Schedule/Deliverables

The contractor shall submit documentation/software IAW CDRL A001 and CDRL A002.

4.2 Task B: Model Implementation

In accordance with Applicable Documents 3.1 – 3.4 and 3.7, and utilizing GFI 6.1 through 6.8, the contractor shall integrate new models into the WAF simulation engine, and evaluate the resulting WAF simulation/stimulation system performance. In this effort, the contractor shall design and implement software changes to a model to meet required WAF interfaces and parameters. The contractor shall conduct studies of new computing technologies and software, and document the evaluations. The contractor shall optimize model implementation to improve its run time and improve fidelity to meet WAF requirements. The contractor shall test and verify new models after integration within the WAF infrastructure.

4.2.1 Schedule/Deliverables

The contractor shall submit software IAW CDRL A001 and CDRL A002. The Contractor shall submit test reports IAW CDRL A004.

The contractor shall submit results of new computing technologies with evaluation IAW CDRL A004

4.3 Task C: Undersea Vehicle Hardware/Software Interfaces Implementation

In accordance Applicable Documents 3.1 – 3.6 and 3.8 – 3.11, and utilizing GFI 6.2 and 6.7, the contractor shall design, develop, integrate, test, and upgrade multi device undersea vehicle or weapon system hardware and software interfaces between the WAF and the undersea vehicle or weapon. The contractor shall create or modify undersea vehicle interfaces to the WAF using customized Commercial Off the Shelf (COTS) solutions. The contractor shall document integration and implementation methodology by upgrading existing weapon control and interface drawings, for all torpedoes, countermeasures, and undersea vehicles and systems. The contractor shall document modifications and upgrades to vehicle interface requirements, specifications and drawings to software, firmware and hardware.

4.3.1 Schedule/Deliverables

The contractor shall deliver all documented hardware/software products IAW CDRL A001 and CDRL A002. The Contractor shall deliver updates to existing drawings IAW CDRL A003.

The contractor shall deliver the following IAW with CDRL A004:

- Test results
- Integration and implementation methodology documentation

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 11 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Modifications and upgrades to vehicle interface requirements documentation

4.4 Task D: WAF System and Feasibility Analysis

In accordance with Applicable Documents 3.1 – 3.5 and utilizing GFI 6.8, the contractor shall conduct feasibility studies on proposed alternatives or new technologies. In so doing, the Contractor shall analyze risk, resource requirements, scope of effort, and impacts on reliability and maintainability. The contractor shall provide creditable alternative concepts to enhance WAF performance based on their knowledge of WAF operations. These alternatives or options shall encompass areas of human factors, training, system architecture, parallelization, or distributed processing for the purpose of enhancing system performance.

4.4.1 Schedule/Deliverables

The contractor shall provide documentation of studies IAW CDRL A004.

4.5 Task E: Engineering Services Applied to Systems

In accordance with Applicable Documents 3.1 – 3.10 and 3.21 and utilizing GFI 6.8 through 6.15, the contractor shall design, fabricate, or modify components (such as cables, test jigs, electronics boards, cooling hardware, torpedo functional items) to adapt systems to Hardware-in-the-Loop (HWIL) simulation requirements. The contractor shall install and integrate the components within the torpedo or interface specific systems. The contractor shall provide onsite integration, troubleshooting and repair of components (including soldering, ringing out cables, etc.) to verify compliance with system requirements and parameters.

4.5.1 Schedule/Deliverables

The contractor shall provide documentation IAW CDRL A004.

4.6 Task F: Software Tools

In accordance with Applicable Documents 3.1 – 3.8 and 3.11, and utilizing GFI 6.1 and GFI 6.15, the contractor shall research, develop, and apply existing and candidate software tools for meaningful functional or operational improvements or refinements in the WAF. The suite of software tools includes the simulator operational tools, and data management tools for the collection, collation, and analysis of test data for database analysis and assessment of the performance of present and proposed undersea vehicle or weapons systems and associated technologies.

4.6.1 Schedule/Deliverables

The contractor shall submit software and documentation IAW CDRL A001 and A002.

4.7 Task G: Foreign System Engineering Services

In accordance with Applicable Documents 3.1 – 3.11, and utilizing GFI 6.12, the contractor shall support design, fabricate, and deliver WAF hardware-in-the-loop simulators to foreign allies (ex. Royal Australian Navy and Canadian Navy). The contractor shall develop customized Modeling and Simulation capabilities in support of Foreign Government requirements, and provide onsite or remote installation, integration and compatibility support. The contractor shall focus on research and development; mechanical, electronic, and system design; fabrication; documentation; product improvement; integration, test, and evaluation; analysis and assessment; verification; implementation in simulation systems; and refinement of software or hardware associated with any common systems and their related components. Foreign and domestic travel for execution of these services may be required.

4.7.1 Schedule/Deliverables

The contractor shall submit software IAW CDRL A001 and A002. The Contractor shall document services IAW CDRL A004.

4.8 Task H: Planning and Reporting

In accordance with Applicable Documents 3.7, 3.12 – 3.16 and utilizing GFI 6.1 through 6.19, the contractor shall organize program related reports and briefings, create presentations, conduct or participate in program and project reviews, plan and execute meetings. Specifically, the contractor shall:

- Provide project metrics including earned value calculations, risk management inputs, and schedule updates.
- Prepare and edit technical documents. This documentation will include status reports, procedures, instructions, program schedules, technical reports, presentation materials, draft matrix and summary analyses.
- Maintain databases by entering data, verifying data, and retrieving and distributing reports or information, maintain system logbooks to document records, tests and changes

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 12 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Draft recommended responses to action item requests into the Department Action Item Database.
- Prepare draft agendas and draft data/graphics presentation material for technical and managerial meetings, in the form of notes, slides, posters, multimedia presentations, and brochures.
- Prepare and process classified and unclassified documentation and correspondence, briefings and illustration materials.
- Generate formal correspondence to document status of action items, and prepare document transmittals for Government review and approval regarding items related to this task.
- Maintain program meeting schedules and attend meetings to record and distribute minutes.

4.8.1 Schedule/Deliverables

The contractor shall provide submit software and documentation IAW CDRL A001 and CDRL A002. The contractor shall submit Technical documents, data retrieval and reports IAW CDRL A004. The contractor shall submit status reports, agendas & schedules IAW CDRLS A005 and A006. The contractor shall submit presentation materials IAW CDRL A007.

5.0 Progress Reports:

The contractor shall deliver monthly cost and performance reports in accordance with Clause C-237-W001 "Electronic Cost Reporting and Financial Tracking (eCRAFT) System Reporting (NAVSEA)(MAY 2019)."

6.0 Government Furnished Information (GFI):

All of the following are available to the contractor as GFI through the NUWC Point of Contact:

6.1 Weapon Analysis Facility (WAF) Users Guide

6.2 WAF Modeling and Simulation Software Configuration Management Plan Version 1.1.0 dated 29 February 2008

6.3 WAF simulator components (hardware) or models (software). The simulator components or models include either implemented application software, or associated higher level of abstraction specifications, or both.

6.4 WAF Simulator Documentation

6.5 In-water data

6.6 Guidance for development of new models and delivery schedule

6.7 Heavyweight and Lightweight Torpedo Technical Data Packages

Comprehensive torpedo documentation is identified by the appropriate applicable Engineering Change Package (ECP) for the version of torpedo identified under initial task guidance. Appropriate data identified under the ECP package may be retrieved from the Weapon Analysis Facility (WAF) Data Library located on B-1346, 3rd floor.

6.8 Model documentation

6.9 Draft proposals or issue papers for future concepts

6.10 Goals and guidance for engineering services applied to systems

6.11 Software tool development guidance

6.12 Goals and guidance for engineering services applied to foreign systems

6.13 WAF V&V and Accreditation, Executive Summary, For Torpedo Mk 48 ADCAP Block III Deep Water ASW Regression Testing

6.14 WAF: Hardware-In-The-Loop Simulator Enhancements & Modifications 2001

6.15 WAF System Simulation Capabilities

6.16 Code 8515 action item system

6.17 Draft technical documents

6.18 Code 8515 Operational Data

6.19 Code 8515 Operating Guidelines

7.0 Quality Surveillance & Performance Standards

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables. Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in specific standards identified in the Performance Requirements Summary

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 13 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Table (Attachment 3). Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based upon the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

End Statement of Work

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

Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>
C57S EXCEPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

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

HQ C-1-0001 ITEM(S) A001 - A008 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 14 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

information.

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

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

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

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer 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-2-0015 DATE/TIME PROCESSING REQUIREMENT—INFORMATION TECHNOLOGY (NAVSEA) (SEP 2009)

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 15 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

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

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

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

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

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

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

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

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

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA

Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

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

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

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

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

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

HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 16 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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, 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 NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 17 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

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

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

(b) Requirements.

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 18 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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) (DEC 2006) (MODIFIED) (SEP 2012)

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 19 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. If the company cannot complete a background investigation, compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of a background investigation completed using the electronic Questionnaire for Investigation Processing (eQIP).

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

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

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

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

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

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

(e) The Contractor shall report compliance with paragraphs (c) and (d) of this clause no later than thirty days after award and monthly thereafter via e-mail to the Contracting Officer's Representative (COR) with a copy to NWPT.NUWC_NPT_1023_Training@navy.mil . Compliance reports shall include a list of all employees with access to any NUWCDIVNPT site with the date each employee reviewed the Environmental Policy document and the date each employee completed the Environmental Awareness Training.

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

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM (NAVSEA)(MAY 2019)

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 20 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

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

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 21 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS: There are no packaging or marking requirements for the services ordered under this Task order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed, and marked in accordance with the information set forth below.

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

HQ D-2-0003 ADDITIONAL MARKING REQUIREMENTS FOR FMS ITEMS (NAVSEA) (SEP 1992)

(a) The following identifying marks shall appear on the outside of each box, parcel and/or crate and all shipping papers included in each shipment:

NAVY

FMS CASE _____
REQUISITION NO. _____
ITEM DESCRIPTION _____

If a consolidated shipment of several items in one container is forwarded, add to the above information "CONSOLIDATED SHIPMENT, CONTAINS _____ ITEMS".

(b) The inscription "UNITED STATES OF AMERICA" shall be affixed in a suitable size indelible stencil, label or printed form on all external shipping containers or the exterior surface of uncrated items.

(c) All invoices, correspondence, reports and other documents shall be identified with the appropriate FMS case designator, requisition number(s), and item description(s).

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

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. 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) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

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

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

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used)

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 22 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

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

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

Specified on Technical Instructions
(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

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

Mark For:

Receiving Officer, Naval Station Newport

47 Chandler Street

Newport, RI 02841-1716

NUWC Division, Newport Code 8515/A.Varghese, 401-832-2808.

Task Order #: N00178-04-D-4122-N436

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 23 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 LANGUAGE FOR DATA

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 24 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7100	10/1/2015 - 9/30/2016
7101AA	10/1/2015 - 9/30/2016
7101AB	12/14/2015 - 9/30/2016
7101AC	3/29/2016 - 9/30/2016
7101AD	6/16/2016 - 9/30/2016
7101AE	8/25/2016 - 9/30/2016
7300	10/1/2017 - 9/30/2018
7301AA	10/1/2017 - 9/30/2018
7301AB	10/1/2017 - 9/30/2018
7301AC	11/30/2017 - 9/30/2018
7301AD	12/21/2017 - 9/30/2018
7301AE	1/31/2018 - 9/30/2018
7301AF	5/29/2018 - 9/30/2018
7301AG	6/15/2018 - 9/30/2018
7400	10/1/2018 - 9/30/2019
7401AA	10/1/2018 - 12/31/2018
7401AB	10/16/2018 - 9/30/2019
7401AC	11/28/2018 - 9/30/2019
7401AD	2/13/2019 - 9/30/2019
7401AE	6/6/2019 - 9/30/2019
7401AF	8/1/2019 - 9/30/2019
7500	10/1/2019 - 9/30/2020
7501AA	10/1/2019 - 9/30/2020
7501AB	12/12/2019 - 9/30/2020
7501AC	1/14/2020 - 9/30/2020
7600	10/1/2016 - 9/30/2017
7601AA	10/1/2016 - 2/28/2017
7601AB	10/1/2016 - 12/31/2016
7601AC	10/1/2016 - 2/28/2017
7601AD	10/1/2016 - 9/30/2017
7601AE	12/5/2016 - 9/30/2017
7601AF	12/8/2016 - 9/30/2017
7601AG	12/8/2016 - 9/30/2017
7601AH	2/15/2017 - 9/30/2017
7601AJ	2/15/2017 - 9/30/2017
7601AK	3/8/2017 - 9/30/2017
7601AL	5/26/2017 - 9/30/2017
7601AM	8/22/2017 - 9/30/2017
7601AN	8/22/2017 - 9/30/2017

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 25 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

9100	10/1/2015 - 9/30/2016
9101AA	10/1/2015 - 9/30/2016
9101AB	12/14/2015 - 9/30/2016
9101AC	3/29/2016 - 9/30/2016
9300	10/1/2017 - 9/30/2018
9301AA	10/1/2017 - 9/30/2018
9301AB	11/30/2017 - 9/30/2018
9301AE	1/31/2018 - 9/30/2018
9301AG	10/1/2018 - 9/30/2019
9400	10/1/2018 - 9/30/2019
9401AA	10/1/2018 - 12/31/2018
9401AB	10/16/2018 - 9/30/2019
9500	10/1/2019 - 9/30/2020
9501AA	10/1/2019 - 9/30/2020
9600	10/1/2016 - 9/30/2017
9601AA	10/1/2016 - 12/31/2016
9601AB	12/5/2016 - 9/30/2017
9601AC	12/8/2016 - 9/30/2017
9601AD	2/15/2017 - 9/30/2017

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

CLIN	Base or Option #	Performance Period
7100/9100	Base	10/01/2015 9/30/2016
7200/9200	Option 1	10/01/2016-9/30/2017
7300/9300	Option 2	10/01/2017-9/30/2018
7400/9400	Option 3	10/01/2018-9/30/2019
7500/9500	Option 4	10/01/2019-9/30/2020
7600/9600	Option 5	10/1/2016 - 9/30/2017

* If option is exercised.

NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will bilaterally modify the schedule. The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise of the option for a period not to exceed 12 months. The overall Period of Performance of this task order shall not exceed three (5) yrs from the effective date of the task order.

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

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 26 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

HQ F-2-0004 F.O.B. DESTINATION (MODIFIED) (AUG) 2014)

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 information provided 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.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at NUWCDIVNPT, or other government locations, as required by the statement of work and specifically clarified in Technical Instructions.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 27 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUNE 2012)

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

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

(c) The Contracting Officer is:

[REDACTED]

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

[REDACTED]

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

[REDACTED]

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

(f) The Contracts Manager/Administrator is:

[REDACTED]

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

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

(b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 28 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(ACO) is delegated the following functions:

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

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

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

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

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



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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 29 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

COST VOUCHER

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

NOT APPLICABLE

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N66604
Admin DoDAAC	S2404A
Service Approver DoDAAC	N66604
DCAA Auditor DoDAAC	HAA47F

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

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

[REDACTED]

(g) WAWF point of contact.

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

[REDACTED]

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

NOTE: In order to prevent delays in processing of invoices for payment the following process is hereby instated.

Vendors cannot create and submit WAWF invoices until the item contracted for has been shipped and a reasonable time frame for delivery, inspection and acceptance has passed.

If a vendor submits prior to shipment, the WAWF document will be rejected with instructions to resubmit upon a valid delivery time frame.

Failure to adhere to this process will cause unnecessary delays and additional effort on all parties concerned.

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

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

For Government Use Only

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 30 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction			Payment Office
					Allocation Method
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items					Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.216-7, Allowable Cost and Payment	Cost Voucher	X	X	N/A	
52.232-7, Payments under Time-and- Materials and Labor-Hour Contracts					
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments; 52.232-2, Payments under Fixed-Price Research and Development Contracts;	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for
52.232-3, Payments under Personal Services Contracts;					

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 31 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction			Payment Office Allocation Method
52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and					which payment is requested.
52.232-6, Payments under Communication Service Contracts with Common Carriers					
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 32 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

For Government Use Only

Contract/Order Payment Clause	Type of Payment Request	Supply Service Construction			Payment Office Allocation Method
Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items					officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

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

Item	Type*
7000 Series CLINs	CPFF
9000 Series CLINs	CR

*CPFF - Cost Plus Fixed Fee
CR – Cost-Reimbursement

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

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

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

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

[REDACTED]
[REDACTED]
[REDACTED]

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

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

[REDACTED]
[REDACTED]
[REDACTED]

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

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

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

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

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

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

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

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 39 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 40 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

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

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **130,721** 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 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 direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended evenly over the period of performance. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 41 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

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

(k) The level of effort for each Contract Line Item Number (CLIN) for this task order is estimated to be performed 100% on-site Government facilities.

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 42 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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)

(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

The following individuals are approved Key Personnel under this task order:

[REDACTED]

[REDACTED]

[REDACTED]

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 43 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

The Government will provide only that property set forth in Attachment # 2, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the items listed in Attachment # 2 for use in the performance of this contract.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

H81X TRAVEL RESPONSIBILITIES (OCT 2011)

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

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

Wage Determination #: 2015-4089 Revision: 11 Area: Rhode Island, Newport Effective: 07/16/2019

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

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

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

1. Were these services previously performed at this locality under an SCA-Covered contract? YES

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 44 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

2. Are any of the employees performing work subject to a CBA? NO

3. Are the contract services to be performed listed below as Non-Standard Services? YES

4. Were these services previously performed under an SCA wage determination that ends in an even number?

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

The site will provide the appropriate WD.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 45 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

52.209-6 PROTECTING THE GOVERNMENT INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

52.222-3 CONVICT LABOR (JUN 2003)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2012)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

52.222-26 EQUAL OPPORTUNITY (APR 2015)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 46 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)**
- 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)**
- 52.225-13 RESTIRCTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**
- 52.225-25 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--
CERTIFICATION (SEP 2010)**
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(DEC 2007)**
- 52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (MAY 2014)**
- 52.232-20 LIMITATION OF COST (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC
2013)
- 52.233-1 DISPUTES (MAY 2014)
- 52.233-3 ALTERNATE I PROTEST AFTER AWARD (JUN 1985)
- 52.233-4 APPLIABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.243-2 CHANGES - COST REIMBURSEMENT (AUG 1987)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)
- 52.245-1 GOVERNMENT PROPERTY (AUG 2010)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.249-6 TERMINATION (COST REIMBURSEMENT)(MAY 2004)
- 52.251-1 GOVERNMENT SUPPLY SOURCES (AUG 2010)
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 47 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)

DFARS:

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

252.204-7004 ALTERNATE A SYSTEM FOR AWARD MANAGEMENT (MAY 2013)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (SEP 2015)

252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) DEVIATION 2013-O0014 (AUG 2013)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014)

252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (MAR 2011)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL SOFTWARE DOCUMENTATION (FEB 2014)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION WITH RESTRICTIVE LEGENDS (MAR 2011)

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 48 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO GOVERNMENT (JUN 1995)

252.227-7030 TECHNICAL DATA—WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)

252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS (APR 1990)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (FEB 2011)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011)

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012)

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

The following Clauses are incorporated by Full Text:

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

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov> .

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

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

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

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

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 49 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION)
(SEP 2009)**

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

Option No.	CLIN	Fund Type	Exercise Date-No Later Than
2	7200/9200	WPN, RDTE, RDDA, SCC, SPDP, FMS	09/30/16
3	NOT IN USE		
4	7300/9300	WPN, RDTE, RDDA, SCC, SPDP, FMS	09/30/17

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 50 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

5	NOT IN USE		
6	7400/9400	WPN, RDTE, RDDA, SCC, SPDP, FMS	09/30/18
7	NOT IN USE		
8	7500/9500	WPN, RDTE, RDDA, SCC, SPDP, FMS	09/30/19
9	NOT IN USE		

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

NOTE: Award of Option 8 is contingent upon: 1) an extension of the basic contract beyond the start date of the period of performance for the option, and; 2) a determination to exercise the option made in accordance with FAR 17.207 and DFARS 217.207.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 51 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

and OFFICE OF PERSONNEL MANAGEMENT: <http://www.opm.gov/OCA/10tables/index.asp>

52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and 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 subcontractors performing any part of the level of effort that were not approved at 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.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 52 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(iv) The proposed subcontract price.

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

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [REDACTED]

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 53 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR 2) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)

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

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means—

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd mil/dpap/pdi/uid/uid_equivalents.html.

“DoD unique item identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means—

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 54 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 55 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number —.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that—

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 56 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code—

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 57 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html

(g) *Subcontracts.* If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
(NOV 2005)

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

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

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

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 58 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

following SPI processes in lieu of military or Federal specifications or standards:SPI Process:

Facility: _____

Military or Federal

Specification or Standard: _____

Affected Contract Line Item

Number, Subline Item Number,

Component, or Element: _____

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N436	AMENDMENT/MODIFICATION NO. 34	PAGE 59 of 59	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

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

Attachment 1 - DD Form 254 Contract Security Classification Specification

Attachment 2 - Government Property Made Available (GFP)

Attachment 2(a) - Government Property Made Available (GFP)

Attachment 3 - Performance Requirements Summary Table