					1. CONTRACT ID CODE		PAGE OF PAGES			
AMENDMENT OF SOL					U		1 3			
2. AMENDMENT/MODIFICATION 54	I NO.	3. EFFECTIVE DATE 13-Jan-2020	4. REQUIS		JRCHASE REQ. NO. 1300815440	5. PR	OJECT NO. (If applicable) N/A			
6. ISSUED BY	CODE	N66604	7. ADMINI	STERED	BY (If other than Item 6)	COI	DE \$2206A			
NUWC, NEWPORT DIVIS	SION			DCMA	BOSTON		SCD: C			
1176 Howell Street, Buildi	ng 1258			Bldg 11	08					
Newport RI 02841-1708				Hansco	om AFB MA 01731					
michael.ouellette@navy.m	il 401-832-5	568								
8. NAME AND ADDRESS OF CO	NTRACTOR (N	o., street, county, State, and Z	ip Code)		9A. AMENDMENT OF SOLICITA	TION NO).			
Systems Engineering A	Associates									
62 Johnny Cake Hill										
Middletown RI 02842-5	639				9B. DATED (SEE ITEM 11)					
					10A. MODIFICATION OF CONTR	RACT/OR	DER NO.			
				[X]						
					N00178-04-D-4122-N4	38				
					10B. DATED (SEE ITEM 13)					
CAGE 2V276 CODE	21210					27-Oct-2015				
	11. T	HIS ITEM ONLY APPL	IES TO AM	1ENDM	ENTS OF SOLICITATIONS					
[]The above numbered solicitat	tion is amended	as set forth in Item 14. The he	our and date sp	pecified for	or receipt of Offers [] is extended	l, [] is	s not extended.			
a 1		• •			n or as amended, by one of the followi	•				
	•			0 0	eceipt of this amendment on each cop URE OF YOUR ACKNOWLEDGEME			=		
DESIGNATED FOR THE RECEIP	T OF OFFERS F	PRIOR TO THE HOUR AND D	ATE SPECIFIE	ED MAY F	RESULT IN REJECTION OF YOUR O	FFER. If	by virtue of this amendment			
you desire to change an offer alreat amendment, and is received prior			elegram or lette	er, provid	ed each telegram or letter makes refe	rence to t	the solicitation and this			
12. ACCOUNTING AND APPROF		(If required)								
		SEE S	SECTION G							
	13. THIS	ITEM APPLIES ONLY	TO MODIFI	ICATIO	NS OF CONTRACTS/ORDEF	RS.				
					S DESCRIBED IN ITEM 14.	,				
	DER IS ISSUED	PURSUANT TO: (Specify au	uthority) THE C	CHANGE	S SET FORTH IN ITEM 14 ARE MAD	E IN THE	CONTRACT ORDER NO. IN	1		
ITEM 10A.										
[] B. THE ABOVE NUME	BERED CONTR	ACT/ORDER IS MODIFIED TO	D REFLECT TH	HE ADMI	NISTRATIVE CHANGES (such as cha	nges in p	paying office, appropriation			
. ,	,	IRSUANT TO THE AUTHORIT		()						
[] C. THIS SUPPLEMEN	ITAL AGREEME	NT IS ENTERED INTO PURS	SUANT TO AUT	THORITY	OF:					
[X] D. OTHER (Specify ty UNILATERAL: FAR										
E. IMPORTANT: Contractor [ocument and	return	copies to the issuing office.					
					solicitation/contract subject matter who	ere feasil	ble)			
SEE PAGE 2										
15A. NAME AND TITLE OF SIGN	IER (Type or prij	nt)	16A. NAME	AND TIT	LE OF CONTRACTING OFFICER (Ty	pe or prii	nt)			
		,	-				,			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITE	D STATE	S OF AMERICA		16C. DATE SIGNED			
			BY							
(Signature of person author	ized to sign)			(S	ignature of Contracting Officer)					
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE			30-105		STANDARI Prescribed by		1 30 (Rev. 10-83)			
					FAR (48 CFF					

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	2 of 3	

GENERAL INFORMATION

DISTRIBUTION: KR, 0121, DFAS-HQ0337,

NUWCDIVNPT Control #: 200855

NUWCDIVNPT Requisition #s: 1300815440

NUWCDIVNPT POC:

This modification incorporates by reference Technical Instruction #s: TI-FY20-MC-03; TI-FY20-ES-10 Rev. 1; TI-FY20-AK-11 Rev. 1; TI-FY20-TB-09 Rev. 1

The purpose of this modification is to:

- 1. Provide additional funding.
- 2. Administrative changes.

SECTION B:

- 1. Establish new Priced SLINs 7501AK and 9501AH.
- 2. Shift ceiling and hours from CLIN 7500 to newly established Priced SLIN 7501AK.
- 3. Shift ceiling from CLIN 9500 to newly established Priced SLIN 9501AH.

SECTION F:

- 1. The Period of Performance (PoP) for Priced SLINs 7501AK and 9501AH are added by this modification.
- 2. The PoP end date for Priced SLINs 7501AG, 7501AJ, 9501AE, and 9501AG are updated as follows:

Delete: 10/26/2020

Insert: 3/1/2020

3. The PoP end date for Priced SLINs 7501AH and 9501AF are updated as follows:

Delete: 9/30/2020

Insert: 3/1/2020

SECTION G:

1. Accounting and Appropriation Data LLAs: EU/7501AK and EU/9501AH are added by this modification.

All other task order terms and conditions remain unchanged.

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	3 of 3	

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	1 of 75	

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

7000 Services in support of NUWCDIVNPT Codes 15 and 25 for advanced system engineering for the assessment of system design and operation in the Block III VIRGINIA (SSN 774) Class submarine focus area which includes the Block III VIRGINIA (SSN 774) Class submarine Non-Propulsion Electronic Systems (NPES), Payload Tube, and VIRGINIA (SSN 774) Class submarine Payload Module

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R499	Base Labor; SCN, RDT&E, OPN, and O&MN Funds (Fund Type - TBD)					
7101		Priced SLINs associated with Priced CLIN 7100					
7101AA	R499	AA \$ Money: SCN (SSN 790); FY of Funds: FY13; Customer Code: NUWC 259; Sponsor: PMS 450; TI#: TI-FY16-RT-01, Rev. N/A & TI-FY16-RT-01, Rev. 1 (SCN)					
7101AB	R499	AB \$ Type of Money: RDT&E FY of Funds: FY15; Customer Code: NUWC 2521; Sponsor: NAVSEA SEA073; TI#: TI-FY16-JB-03, Rev. N/A (RDT&E)		•			
7101AC	R499	AC \$ Type of Money: SCN (SSN 787); FY of Funds: FY11; Customer Code: NUWC 2521; Sponsor: NAVSEA PMS450; TI#: TI-FY16-CS-02, Rev. N/A (SCN)					
7101AD	R499	AD \$ Funds: SCN (SSN 789); FY of Funds: FY12; Customer Code: NUWC 2521; Sponsor: NAVSEA PMS450; TI#: TI-FY16-CS-02, Rev. N/A and TI#: TI-FY16- CS-02, Rev. 01 (SCN)					
7101AE	R499	AE \$ in mod 21) Type of Funds: SCN (SSN 791); FY of Funds: FY13; Customer Code: NUWC 2511; Sponsor: NAVSEA PMS 450E; TI#: TI-04, Rev. N/A (SCN)		•			

		DNTRACT NO. 0178-04-D-4122	DELIVERY ORDE N00178-04-D-41		AMEN 54	IDMENT/MODIFIC	CATION NO.	PAGE 2 of 75	FINAL
Item	PSC	Supplies/Services		Qty	Unit	Est. Cost	Fixed Fee	e CPFF	
7101AF	R499		mer Code: : NAVSEA PMS						
7101AG	R499	AG \$ Typ SCN (SSN 787); FY FY11; Customer Cod Sponsor: NAVSEA PM TI-FY16-DG-06 and TI-FY16-DG-06, Rev	e: NUWC 251; S 450; TI#: TI#:						
7101AH	R499	AH \$ 'FY defined and 'FY defin	1; Sponsor: #: TI-FY16-						
7101AJ	R499		de: 2521; S 450; TI#:						
7101AK	R499	AK \$ Typ SCN (SSN 786); FY (2011; Customer Cod Sponsor: NAVSEA PM TI-FY16-DG-09, Rev	e: NUWC 251; S-425; TI#:	-					
7101AL	R499	AL \$ in Mod 22) Funds: OPN, FY of 1 2016; Customer Cod Sponsor: NAVSEA PM TI-FY16-DG-10, Rev	Funds: FY e: NUWC 251; S425; TI#:	-					
7101AM	R499		e: 2521; EA073; TI#:						
7101AN	R499	AN \$ (FY o 2012; Type of Fund 788); Customer Cod Sponsor: NAVSEA PM TI-FY-16-CR-12 (SC	e: 2513; S450; TI#:						
7101AP	R499	•	tomer Code: EA PMS450;						

		NTRACT NO. 0178-04-D-4122	DELIVERY ORDE N00178-04-D-41	-	AMEN 54	IDMENT/MOD	IFICATION NO.	PAGE 3 of 75	FINAL
Item	PSC	Supplies/Services		Qty	Unit	Est. Cost	Fixed H	fee CPFI	7
7101AQ	R499	AQ \$ Funding: 2014; Type SCN (SSN 774); Cust 259; Sponsor: NAVSE TI#: TI-FY-16-SR-12 (SCN)	e of Funds: comer Code: EA PMS450E;		•				
7101AR	R499	AR \$ in mod 21 Funds: 2016; Type of RDT&E Customer Coo Sponsor: NAVSEA PEO TI#: TI-FY16_NC-15, (RDT&E)	of Funding: de: 1543;) SUB-S;		•				
7101AS	R499	AS \$ in Mod 22 Funds: 2016; Type of RDDA; Customer Code 2521; Sponsor: NAVS TI#: TI-FY16-JB-16, Rev. 1 (RDDA)	of Funds: ; NUWC SEA SEA073;	-					
7200	R499	Option 1 Labor; SCM OPN, and O&MN Funds - TBD)							
7201		Priced SLINs associ Priced CLIN 7200	lated with						
7201AA	R499	AU \$ FY of 2011; Type of Funds 787); Customer Code Sponsor: PMS 450; T TI-FY17-RT-03 (SCN	259; 21#:						
7201AB	R499	AV \$ FY of 2016; Type of Funds Customer Code: 2521 PMS 450; TI#: TI-FY (RDT&E)	; Sponsor:						
7201AC	R499	AW \$ FY of 2016; Type of Funds Customer Code: 252 NAVSEA SEA 073; TI TI-FY17-JB-02 (RDD)	; Sponsor: ;						
7201AD	R499	AX \$ FY control of Funds 2016; Type of Funds Customer Code: 252 NAVSEA SEA 073; TI TI-FY17-JB-02 (RDD)	; Sponsor: ;						
7201AE	R499	AY \$ FY of 2012; Type of Funds 789); Customer Code Sponsor: PMS 450; T TI-FY17-CS-04 (SCN	s: SCN (SSN 2: 2521; 7]#:						
7201AF	R499	AZ \$ FY of 2012; Type of Funds	Funds: SCN (SSN						

		DNTRACT NO. 00178-04-D-4122	DELIVERY ORDE N00178-04-D-41	-	AMEN 54	IDMENT	/MODIFIC	CATION NO.	PAGE 4 of 75	FINAL
Item	PSC	Supplies/Services		Qty	Unit	Est.	Cost	Fixed Fe	e CPFF	
		789); Customer Cod Sponsor: PMS 450; TI-FY17-CS-04 (SCN	TI#:							
7201AG	R499	BA \$ FY - 2011; Type of Fund 787); Customer Cod Sponsor: PMS 450; TI-FY17-DG-05 (SCN	e: 251; TI#:							
7201AH	R499	BB \$ FY 0 2014; Type of Fund 793); Customer Cod Sponsor: NAVSEA PM TI-FY17-SR-06 (SCN	e: 259; S 450E; TI#:							
7201AJ	R499	BC \$ FY 0 2016; Type of Fund Customer Code: 251 NAVSEA PMS425; TI# TI-FY17-DG-07 (OPN	; Sponsor: :							
7201AK	R499	BD \$ FY 2016; Type of Fund Customer Code: 251 NAVSEA PMS425; TI# TI-FY17-DG-07 (OPN	; Sponsor: :							
7201AL	R499	BE \$ FY 0 2016; Type of Fund Customer Code: 251 NAVSEA PMS425; TI# TI-FY17-KB-08 (OPN	2; Sponsor: :							
7201AM	R499	BF \$ FY 0 2012; Type of Fund 788); Customer Cod Sponsor: NAVSEA PM TI-FY17-JMB-10 (SC	e: 2521; S450; TI#:							
7201AN	R499	BG \$ FY 0 2016; Type of Fund Customer Code: 252 NAVSEA PMS450; TI# TI-FY17-JP-12 (RDT	1; Sponsor: :							
7201AP	R499	BH \$ FY 0 2013; Type of Fund 791); Customer Cod Sponsor: NAVSEA PM TI-FY17-JP-14 (SCN	e: 2521; S450; TI#:							
7201AQ	R499	BJ \$ FY of 2016; Type of Fund Customer Code: NUW Sponsor: NAVSEA PM TI-FY17-CR-16 (RDT	C 2513; S 450; TI#:					_		
7201AR	R499	BK \$ FY o 2016; Type of Fund Customer Code: NUW Sponsor: NAVSEA PM TI-FY17-CR-16 (RDT	C 2513; S 450; TI#:		•			_		

		NTRACT NO. 0178-04-D-4122	DELIVERY ORDE N00178-04-D-412		AMEN 54	IDMENT/MODIF	ICATION NO.	PAGE 5 of 75	FINAL
Item	PSC	Supplies/Services		Qty	Unit	Est. Cost	Fixed Fe	e CPFF	
7201AS	R499	BL \$ FY of 2016; Type of Funds Customer Code: NUWC Sponsor: NAVSEA PMS TI-FY17-RC-11 (RDT	s: RDT&E C 251; S 425; TI#:						
7201AT	R499	BM \$ FY of 2012; Type of Funds 789); Customer Code Sponsor Code: NAVSH TI#: TI-FY17-FB-17	s: SCN (SSN e: NUWC 252; EA PMS450;						
7201AU	R499	BN \$ FY of 2015; Type of Funds Customer Code: NUWC Sponsor Code: NAVSE TI#: TI-FY17-DR-18	C 2521; EA PMS450;						
7201AV	R499	BP \$ FY of 2012; Type of Funds Customer Code: NUWC Sponsor Code: NAVSE TI#: TI-FY17-FB-13	s: SCN; C 252; EA PMS 450;				-		
7201AW	R499	BQ \$ FY of 2013; Type of Funds Customer Code: NUVC Sponsor Code: NAVSE TI#: TI-FY17-FB-13	C 252; EA PMS 450;						
7201AX	R499	BR \$ in Mod 31) Funds: 2017; Type of O&MN Customer Code 2521; Sponsor Code 450; TI#: TI-FY17-I (O&MN,N)	of Funds: e: NUWC : NAVSEA PMS						
7201AY	R499	BS \$ FY of 2016; Type of Funds Customer Code: 2512 NAVSEA PMS425; TI# TI-FY17-KB-21 (OPN	2; Sponsor: :						
7201AZ	R499	BT S FY of 2013; Type of Funds Customer Code:1541 NAVSEA PMS450; TI# TI-FY17-RP-20 (SCN	; Sponsor:						
7201BA	R499	BU \$ FY of 2013; Type of Funds Customer Code: 259 NAVSEA PMS450; TI# TI-FY17-RT-22 (SCN	s: SCN; ; Sponsor: ;						
7201BB	R499	BV \$ FY of 2014; Type of Funds Customer Code: 2513 NAVSEA PMS450; TI# TI-FY17-CR-24 (SCN	s: SCN; 3; Sponsor: :				-		

		DNTRACT NO. DELIVERY O 00178-04-D-4122 N00178-04-E		AMEN 54	IDMENT/MODIFIC		AGE FINAL of 75
Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201BC	R499	BW \$ FY of Funds 2011; Type of Funds: SCN; Customer Code: 2513; Sponsor NAVSEA PMS450; TI#: TI-FY17-CR-24 (SCN)		-			
7201BD	R499	BX \$ FY of Funds 2017; Type of Funds: O&MN Customer Code: 2521; Sponsor NAVSEA PMS450; TI#: TI-FY17- DR-26; 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	:				
7201BE	R499	BY \$ Funds: 2014; Type of Funds: SCN; Customer Code: 1543; Sponsor: NAVSEA PMS450; TI#: TI-FY17-NC-27 (SCN)		•			
7201BF	R499	BZ \$ FY of Funds: 2012; Type of Funds: SCN; Customer Code: 2521; Sponsor NAVSEA PMS450; TI#: TI-FY17-CS-25 (SCN)				_	
7201BG	R499	CA \$ FY of Funds: 2013; Type of Funds: SCN; Customer Code: 2521; Sponsor NAVSEA PMS450; TI#: TI-FY17-CS-25 (SCN)	••••••••••••••••••••••••••••••••••••••			_	
7201BH	R499	CB \$ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 2511; Sponsor NAVSEA PMS425; TI#: TI-FY17-SW-28 (SCN)	• :			_	
7201BJ	R499	CC \$ FY of Funds: 2017; Type of Funds: RDT&E Customer Code: 1543; Sponsor NAVSEA PMS450; TI#: TI-FY17-NC-23 (RDT&E)				_	
7201BK	R499	CD \$ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS450; TI#: TI-FY17-RT-29 (SCN)				_	
7201BL	R499	CF \$ FY of Funds: 2013; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS450; TI#: TI-FY17-RT-30 (SCN)		-			
7300	R499	Option 2 Labor; SCN, RDT&E, OPN, and O&MN Funds (Fund Ty - TBD)	pe				
7301		Priced SLINs associated with Priced CLIN 7300	1				

		DNTRACT NO. 0178-04-D-4122	DELIVERY ORDE N00178-04-D-41		AMEN 54	IDMENT/MODIFIC		PAGE 7 of 75	FINAL
Item	PSC	Supplies/Services		Qty	Unit	Est. Cost	Fixed Fee	CPFF	
7301AA	R499	CG \$ FY o: 2017; Type of Funds Customer Code: 251 PMS425; TI#: TI-FY (RDT&E)	; Sponsor:		-				
7301AB	R499	CH \$ FY of 2013; Type of Funds Customer Code: 259 PMS450; TI#: TI-FY (SCN)	; Sponsor:	-					
7301AC	R499	CJ \$ FY 0: 2012; Type of Funds Customer Code: 259 PMS450; TI#: TI-FY (SCN)	s: SCN; ; Sponsor:	-					
7301AD	R499	CK \$ FY 0: 2014; Type of Funds Customer Code: 259 PMS450; TI#: TI-FY (SCN)	; Sponsor:	-					
7301AE	R499	CL \$ FY of 2013; Type of Funds Customer Code: 154 PMS450; TI#: TI-FY (SCN)	l; Sponsor:	-					
7301AF	R499	CM \$ FY o: 2018; Type of Funds Customer Code: 154 PMS450; TI#: TI-FY (RDT&E)	3; Sponsor:	-					
7301AG	R499	CN \$ FY of 2018; Type of Funds Customer Code: 159 PMS450; TI#: TI-FY (RDT&E)	; Sponsor:						
7301AH	R499	CQ \$ FY 0 2018; Type of Funds Customer Code: 259 PMS450; TI#: TI-FY (SCN)	; Sponsor:						
7301AJ	R499	CR \$ FY or 2014; Type of Funds Customer Code: 259 PMS450; TI#: TI-FY (SCN)	; Sponsor:	-					
7301AK	R499	CS \$ FY of 2014; Type of Funds Customer Code: 259 PMS450; TI#: TI-FY. (SCN)	; Sponsor:						
7301AL	R499	CT \$ FY or 2018; Type of Funds Customer Code: 253							

		DNTRACT NO.)0178-04-D-4122	DELIVERY ORDE N00178-04-D-412		AMEN 54	DMENT/MC	DDIFICAT	ON NO.	PAGE 8 of 75	FINAL
Item	PSC	Supplies/Services ONI MSPMO; TI#: TI (O&MN,N)	-FY18-KCM-08	Qty	Unit	Est. Co	st F	ixed Fee	e CPFF	
7301AM	R499	CU \$ FY o 2018; Type of Fund Customer Code: 251 NAVSEA PMS425; TI# TI-FY18-KB-09 (RDT	s: RDT&EN 2; Sponsor: :	-	-				-	
7301AN	R499	CV \$ FY 2013; Type of Fund Customer Code: 252 NAVSEA, PMS450; TI TI-FY18-NC-10 (SCN	s: SCN; 3; Sponsor: #:		•					
7301AP	R499	CW \$ FY 2014; Type of Fund Customer Code: 154 NAVSEA, PMS450; TI TI-FY18-NC-11 (SCN	s: SCN; 3; Sponsor: #:		•					
7301AQ	R499	CT \$ FY 0 2018; Type of Fund Customer Code: 253 ONI MSPMO; TI#: TI (O&MN,N)	4; Sponsor:		•					
7301AR	R499	CX \$ FY 0 2018; Type of Fund Customer Code: 252 PMS 450; TI#: TI-F (SCN)	1; Sponsor:		•					
7301AS	R499	CY \$ FY 2018; Type of Fund Customer Code: 252 NAVSEA PMS450; TI# TI-FY18-DR-12 (O&M	1; Sponsor: :		•					
7301AT	R499	CZ \$ FY o 2014; Type of Fund Customer Code: 154 NAVSEA PMS450; TI# TI-FY18-RP-15 (SCN	1; Sponsor: :		•					
7301AU	R499	DB \$ FY 2018; Type of Fund Customer Code: 259 NAVSEA PMS 450; TI TI-FY18-RT-17 (SCN	; Sponsor: #:		•					
7301AV	R499	DC \$ FY o 2014; Type of Fund Customer Code: 259 NAVSEA PMS 450; TI TI-FY18-RT-16 (SCN	s: SCN; ; Sponsor: #:		•					
7301AW	R499	DD \$ FY 2018; Type of Fund Customer Code: 259 NAVSEA PMS 450; TI TI-FY18-RT-16 (SCN	s: SCN; ; Sponsor: #:		•					

			-	DELIVERY ORDER NO. AME N00178-04-D-4122-N438 54		NDMENT/MODIFIC	AGE of 75	FINAL	
Item	PSC	Supplies/Services		Qty	Unit	Est. Cost	Fixed Fee	CPFF	
7301AX	R499	DE \$ FY o 2018; Type of Fund Customer Code: 259 NAVSEA PMS 450; TI TI-FY18-RT-18 (SCN	s: SCN; ; Sponsor: #:						
7301AY	R499	DF \$ FY 0 2018; Type of Fund Customer Code: 259 NAVSEA PMS 450; TI TI-FY18-RT-19 (SCN	; Sponsor: #:						
7400	R499	Option 3 Labor; SC OPN, and O&MN Fund - TBD)							
7401		Priced SLINs assoc Priced CLIN 7400	iated with						
7401AA	R499	DA \$ FY 2014; Type of Fund Customer Code: 154 NAVSEA PMS450; TI# RP-01,Rev. 1 (SCN)	1; Sponsor: : TI-FY19-						
7401AB	R499	DG \$ FY 0 2014; Type of Fund Customer Code: 259 NAVSEA PMS450; TI# TI-FY19-RT-03 (SCN	; Sponsor: :						
7401AC	R499	DH \$ FY 2014; Type of Fund Customer Code: 259 NAVSEA PMS450; TI# TI-FY19-RT-02 (SCN	; Sponsor: :						
7401AD	R499	DJ \$ FY 0 2012; Type of Fund Customer Code: 259 NAVSEA PMS450; TI# TI-FY19-RT-04 (SCN	; Sponsor: :						
7401AE	R499	DK \$ FY 2016; Type of Fund Customer Code: 259 NAVSEA PMS 450; TI TI-FY19-RT-05 (SCN	; Sponsor: #:						
7401AF	R499	DL \$ FY o 2018; Type of Fund Customer Code: 259 NAVSEA PMS 450; TI TI-FY19-RT-05 (SCN	; Sponsor: #:	-					
7401AG	R499	DM \$ FY 2019; Type of Fund Customer Code: 253 ONI MSPMO; TI#: TI KCM-07. 10 U.S.C. Authority is herby (O&MN N)	s: O&MN 4; Sponsor: -FY19- 2410(a)						

(O&MN,N)

		DNTRACT NO. 0178-04-D-4122	DELIVERY ORDE N00178-04-D-412		AMEN 54	IDMENT/MODIFI	CATION NO.	PAGE 10 of 75	FINAL
Item	PSC	Supplies/Services		Qty	Unit	Est. Cost	Fixed Fee	e CPFF	
7401AH	R499	DN \$ FY or 2018; Type of Funds Customer Code: 159 NAVSEA IWS5A; TI#: TI-FY19-JW-06 (RDT	; Sponsor:						
7401AJ	R499	DP \$ FY 0 2019; Type of Fund; Customer Code: 154 NAVSEA PMS450; TI# TI-FY19-NC-09 (RDT	3; Sponsor: :						
7401AK	R499	DQ \$ FY 0: 2013; Type of Fund: Customer Code: 251 NAVSEA PMS450; TI# TI-FY19-JJ-12 (SCN	; Sponsor: :						
7401AL	R499	DR \$ FY 0 2013; Type of Funds Customer Code: 154 NAVSEA PMS450; TI# TI-FY19-NC-11 (SCN	s: SCN; 3; Sponsor: :						
7401AM	R499	DS \$ FY or 2014; Type of Fund; Customer Code: 154 NAVSEA PMS450; TI# TI-FY19-RP-10 (SCN	l; Sponsor: :						
7401AN	R499	DT \$ FY o: 2018; Type of Funds Customer Code: 159 NAVSEA PMS401; TI# TI-FY19-HD-08 (OPN	; Sponsor: :						
7401AP	R499	DU \$ FY 0 2014; Type of Funds Customer Code: 259 NAVSEA PMS 450; TI: TI-FY19-RT-13 (SCN	; Sponsor: ‡:						
7401AQ	R499	DV \$ FY 0 2014; Type of Funds Customer Code: 259 NAVSEA PMS 450; TI TI-FY19-RT-14 (SCN	; Sponsor: ‡:						
7401AR	R499	DW \$ FY o: 2013; Type of Funds Customer Code: 259 NAVSEA PMS 450; TI: TI-FY19-RT-14 (SCN	; Sponsor: ‡:						
7401AS	R499	DX \$ in Mod 44 Funds: 2019; Type o OMN; Customer Code Sponsor: NAVSEA PM TI-FY19-DR-15 (O&M	of Funds: : 2521; 5 450; TI#:						
7401AT	R499	DY \$ FY or 2019; Type of Funds	f Funds: s: RDTE;						

		DNTRACT NO. 00178-04-D-4122	DELIVERY ORDEF N00178-04-D-412		AMENDMENT/MODIF 54	TICATION NO.	PAGE 11 of 75	FINAL
Item	PSC	Supplies/Services Customer Code: 153 NAVSEA PMS 450; TI	3; Sponsor:	Qty	Unit Est. Cost	Fixed Fe	e CPFF	
7401AU	R499	TI-FY19-DS-19 (RDT	&E) f Funds: s: SCN; 3; Sponsor: #:	-				
7401AV	R499	EA \$ FY of 2019; Type of Fund Customer Code: 259 NAVSEA PMS 450; TI TI-FY19-RT-17 (SCN	; Sponsor: #:	-				
7401AW	R499	EB \$ FY of 2019; Type of Fund Customer Code: 259 NAVSEA PMS 450; TI TI-FY19-RT-18 (SCN	; Sponsor: #:					
7401AX	R499	EC \$ FY 0 2019; Type of Fund. Customer Code: 259 NAVSEA PMS 450; TI TI-FY19-RT-22 (SCN	s: SCN; ; Sponsor: #:					
7401AY	R499	ED \$ FY 0 2017; Type of Fund. Customer Code: 259 NAVSEA PMS 450; TI TI-FY19-RT-16 (SCN	; Sponsor: #:					
7401AZ	R499	EE \$ FY 0 2017; Type of Fund: Customer Code: 259 NAVSEA PMS 450; TI TI-FY19-RT-16 (SCN	; Sponsor: #:					
7401BA	R499	EF \$ FY o 2019; Type of Fund Customer Code: 259 NAVSEA PMS 450; TI TI-FY19-RT-23 (SCN	s: SCN; ; Sponsor: #:					
7401BB	R499	EG \$ FY o 2015; Type of Fund Customer Code: 153 NAVSEA PMS 450; TI TI-FY19-DS-21 (SCN	3; Sponsor: #:		-			
7401BC	R499	EH \$ FY 0 2019; Type of Fund Customer Code: 259 NAVSEA PMS 450; TI TI-FY19-RT-24 (SCN	; Sponsor: #:					
7401BD	R499	EJ \$ FY of 2019; Type of Fund Customer Code: 259 SPAWAR PMW 120; TI TI-FY19-MC-25 (OPN	; Sponsor: #:	-				

		DNTRACT NO. 00178-04-D-4122	DELIVERY ORDE N00178-04-D-412		AMEN 54	IDMENT/M	10DIFICA	TION NO.	PAGE 12 of 75	FINAL
Item	PSC	Supplies/Services		Qty	Unit	Est. C	ost	Fixed Fe	e CPFF	
7500	R499	Option 4 Labor; SCN OPN, and O&MN Funds - TBD)								
7501		Priced SLINs assoc: Priced CLIN 7400	iated with							
7501AA	R499	EK \$ FY of 2013; Type of Funds Customer Code: 259 NAVSEA PMS 450; TI TI-FY20-RT-02 (SCN	; Sponsor: ‡:							
7501AB	R499	EL \$ FY of 2014; Type of Funds Customer Code: 154 NAVSEA PMS 450; TI TI-FY20-ES-01 (SCN	3; Sponsor: ‡:							
7501AC	R499	EM \$ FY of 2016; Type of Funds Customer Code: 259 NAVSEA PMS 450; TI KS-08. (SCN)	s: SCN; ; Sponsor:							
7501AD	R499	EN \$ FY of 2015; Type of Funds Customer Code: 259 NAVSEA PMS 450; TI FM-07. (SCN)	s: SCN; ; Sponsor:							
7501AE	R499	EP \$ FY of 2020; Type of Funds Customer Code: 259 ONI MSPMO; TI#: TI- KCM-05. (O&MN,N)	s: O&MN,N; ; Sponsor:							
7501AF	R499	EQ \$ FY of 2020; Type of Funds Customer Code: 252: NAVSEA PMS401; TI# HD-04. (RDT&E)	3; Sponsor:							
7501AG	R499	ER \$ FY of 2015; Type of Funds Customer Code: 159 PMS 450; TI#: TI-FY Rev 1. (SCN)	; Sponsor:		-					
7501AH	R499	ES \$ FY of 2019; Type of Funds Customer Code: 159 PMS 450; TI#: TI-FY Rev 1. (RDT&E)	s: RDT&EN ; Sponsor:							
7501AJ	R499	ET \$ FY of 2020; Type of Funds Customer Code: 259 SSP SP C; TI#: TI-H Rev 1. (RDDA)	; Sponsor:							
7501AK	R499	EU \$ FY of 2019; Type of Funds Customer Code: 259	s: OPN;							

		DNTRACT NO. 0178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N438	AMENDMENT/MODIFICATIO	ON NO.	PAGE 13 of 75	FINAL
Item	PSC	Supplies/Services SPAWAR PMW 120; TI MC-03. (OPN)	Qty #: TI-FY20-	Unit Est. Cost Fi	xed Fe	e CPFF	
		e / NSP Items pplies/Services		Otv Unit	Ist. Cost	Fixed Fee	CPFI
7999		RLs in support of 70 PARATELY PRICED	000 Series CLINs NOT				
or ODC	! Item	s:					
Item	PSC	Supplies/Services			Qty	Unit Est.	. Cost
9000		Cost Only Prime and burdens, no fee)	d Subcontractor Trave	l and Materials (with			
9100	R499	Base ODCs in suppor Funds (Fund Type -	rt of CLIN 7100; SCN, TBD)	RDT&E, OPN, and O&MN			
9101		Priced SLINs associ	iated with Priced CLI	N 9100			
9101AA	R499	(SSN 790); FY of Fu	unds: FY13; Customer (FI#: TI-FY16-RT-01, R				
9101AB	R499	Money: RDT&E FY of	in f Funds: FY15; Custom A073; TI#: TI-FY16-JB				
9101AC	R499		of Money: SCN (SSN 7) e: NUWC 2521; Sponsor . N/A (SCN)				
9101AD	R499		of Funds: SCN (SSN 78) e: NUWC 2521; Sponsor . N/A (SCN)				
9101AE	R499	SCN (SSN 792); FY c	in u of Funds: FY14; Custor S 450E; TI#: TI-FY16-				
9101AF	R499		of Funds: SCN (SSN 7) e: NUWC 251; Sponsor: . 01 (SCN)				
9101AG	R499		f Funding: 2016; Type 1; Sponsor: NAVSEA PM RDT&E)	-			
9101AH	R499	SCN (SSN 786); FY c	in m of Funds: FY 2011; Cu EA PMS-425; TI#: TI-F				
9101AJ	R499	Funds: OPN, FY of H	in Funds: FY 2016; Custor S425; TI#: TI-FY16-DG				

Sponsor: NAVSEA PMS425; TI#: TI-FY16-DG-10, Rev. N/A (OPN)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	14 of 75	

Item	PSC	Supplies/Services	Qty	Unit	Est. Co	ost
9101AK	R499	AM \$ In mod 21) Type of Funds: RDT&E FY of Funding: 2016; Customer Code: 2521; Sponsor: NAVSEA, SEA073; TI#: TI-FY16-JB-11, Rev. N/A' (RDT&E)				
9101AL	R499	AP \$ in mod 21)(FY of Funds: 2012; Type of Funding: SCN (SSN 788); Customer Code: 252; Sponsor: NAVSEA PMS450; TI#: TI-FY16-FB-14, Rev. XX) (SCN)				I
9101AM	R499	AR \$ in mod 21)(FY of Funds: 2016; Type of Funding: RDT&E Customer Code: 1543; Sponsor: NAVSEA PEO SUB-S; TI#: TI-FY16_NC-15, Rev. 0) (RDT&E)				
9101AN	R499	AT \$ in mod 21) (FY of Funds: 2016; Type of Funding: RDDA; Customer Code: 2521; Sponsor: NAVSEA, SEA073; TI#: TI-FY16-JB-16, Rev. 1) (RDDA)				
9200	R499	Option 1 ODCs in support of CLIN 7200; SCN, RDT&E, OPN, and O&MN Funds (Fund Type - TBD)				
9201		Priced SLINs associated with Priced CLIN 9200				
9201AA	R499	AU \$ FY of Funds: 2011; Type of Funds: SCN (SSN 787); Customer Code: 259; Sponsor: PMS 450; TI#: TI-FY17-RT-03 (SCN)				
9201AB	R499	AV \$ FY of Funds: 2016; Type of Funds: RDT&E Customer Code: 2521; Sponsor: PMS 450; TI#: TI-FY17-KM-01 (RDT&E)				
9201AC	R499	AX \$ FY of Funds: 2016; Type of Funds: RDDA; Customer Code: 2521; Sponsor: NAVSEA SEA 073; TI#: TI-FY17-JB-02 (RDDA)				
9201AD	R499	AZ \$ FY of Funds: 2012; Type of Funds: SCN (SSN 789); Customer Code: 2521; Sponsor: PMS 450; TI#: TI-FY17-CS-04 (SCN)				
9201AE	R499	BA \$ FY of Funds: 2011; Type of Funds: SCN (SSN 787); Customer Code: 251; Sponsor: PMS 450; TI#: TI-FY17-DG-05 (SCN)				
9201AF	R499	BD \$ FY of Funds: 2016; Type of Funds: OPN; Customer Code: 251; Sponsor: NAVSEA PMS425; TI#: TI-FY17-DG-07 (OPN)				
9201AG	R499	BF \$ FY of Funds: 2012; Type of Funds: SCN (SSN 788); Customer Code: 2521; Sponsor: NAVSEA PMS450; TI#: TI-FY17-JMB-10 (SCN)				
9201AH	R499	BG \$ FY of Funds: 2016; Type of Funds: RDT&EN Customer Code: 2521; Sponsor: NAVSEA PMS450; TI#: TI-FY17-JP-12 (RDT&E)				I
9201AJ	R499	BH \$ FY of Funds: 2013; Type of Funds: SCN (SSN 791); Customer Code: 2521; Sponsor: NAVSEA PMS450; TI#: TI-FY17-JP-14 (SCN)				I
9201AK	R499	BM \$ FY of Funds: 2012; Type of Funds: SCN (SSN 789); Customer Code: NUWC 252; Sponsor Code: NAVSEA PMS450; TI#: TI-FY17-FB-17 (SCN)				
9201AL	R499	BN \$ FY of Funds: 2015; Type of Funds: SCN; Customer Code: NUWC 2521; Sponsor Code: NAVSEA PMS450; TI#:				

TI-FY17-DR-18 (SCN)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	15 of 75	

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9201AM	R499	BR \$ in Mod 31) FY of Funds: 2017; Type of Funds: O&MN Customer Code: NUWC 2521; Sponsor Code: NAVSEA PMS 450; TI#: TI-FY17-DR-19 (O&MN,N)				
9201AN	R499	BT \$ FY of Funds: 2013; Type of Funds: SCN; Customer Code:1541; Sponsor: NAVSEA PMS450; TI#: TI-FY17-RP-20 (SCN)				
9201AP	R499	BX \$ in Mod 33) FY of Funds: 2017; Type of Funds: O&MN Customer Code: 2521; Sponsor: NAVSEA PMS450; TI#: TI-FY17-DR-26; 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)				
9201AQ	R499	CA \$ FY of Funds: 2013; Type of Funds: SCN; Customer Code: 2521; Sponsor: NAVSEA PMS450; TI#: TI-FY17-CS-25 (SCN)				
9201AR	R499	CB \$ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 2511; Sponsor: NAVSEA PMS425; TI#: TI-FY17-SW-28 (SCN)				
9201AS	R499	CC \$ FY of Funds: 2017; Type of Funds: RDT&E Customer Code: 1543; Sponsor: NAVSEA PMS450; TI#: TI-FY17-NC-23 (RDT&E)				
9201AT	R499	CE \$ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS450; TI#: TI-FY17-RT-29 (SCN)				
9201AU	R499	CF \$ FY of Funds: 2013; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS450; TI#: TI-FY17-RT-30 (SCN)				
9300	R499	Option 2 ODCs in support of CLIN 7300; SCN, RDT&E, OPN, and O&MN Funds (Fund Type - TBD)				
9301		Priced SLINs associated with Priced CLIN 9300				
9301AA	R499	CG \$ FY of Funds: 2017; Type of Funds: RDT&E Customer Code: 251; Sponsor: PMS425; TI#: TI-FY18-DG-02 (RDT&E)				
9301AB	R499	CH \$ FY of Funds: 2013; Type of Funds: SCN; Customer Code: 259; Sponsor: PMS450; TI#: TI-FY18-RT-01 (SCN)				
9301AC	R499	CJ \$ FY of Funds: 2012; Type of Funds: SCN; Customer Code: 259; Sponsor: PMS450; TI#: TI-FY18-RT-01; (SCN)				
9301AD	R499	CL \$ FY of Funds: 2013; Type of Funds: SCN; Customer Code: 1541; Sponsor: PMS450; TI#: TI-FY18-RP-03 (SCN)				
9301AE	R499	CM \$ FY of Funds: 2018; Type of Funds: RDT&E Customer Code: 1543; Sponsor: PMS450; TI#: TI-FY18-NC-05 (RDT&E)				
9301AF	R499	CN \$ FY of Funds: 2018; Type of Funds: RDT&E Customer Code: 159; Sponsor: PMS450; TI#: TI-FY18-CM-04 (RDT&E)				
9301AG	R499	CP \$ FY of Funds: 2012; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS450; TI#: TI-FY18-RT-07 (SCN)				
9301AH	R499	CQ \$ FY of Funds: 2018; Type of Funds: SCN; Customer Code: 259; Sponsor: PMS450; TI#: TI-FY18-RT-06 (SCN)				
9301AJ	R499	CS \$ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 259; Sponsor: PMS450; TI#: TI-FY18-RT-06 (SCN)				

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	16 of 75	

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9301AK	R499	CV \$ FY of Funds: 2013; Type of Funds: SCN; Customer Code: 2523; Sponsor: NAVSEA, PMS450; TI#: TI-FY18-NC-10 (SCN)				
9301AL	R499	CT \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 2534; Sponsor: ONI MSPMO; TI#: TI-FY18-KCM-13 (O&MN,N)				
9301AM	R499	CY \$ FY of Funds: 2018; Type of Funds: OMN; Customer Code: 2521; Sponsor: NAVSEA PMS450; TI#: TI-FY18-DR-12 (O&MN,N)				
9301AN	R499	DB \$ FY of Funds: 2018; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS 450; TI#: TI-FY18-RT-17 (SCN)				
9301AP	R499	DC \$ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS 450; TI#: TI-FY18-RT-16 (SCN)				
9301AQ	R499	DD \$ FY of Funds: 2018; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS 450; TI#: TI-FY18-RT-16 (SCN)				
9400	R499	Option 3 ODCs in support of CLIN 7400; SCN, RDT&E, OPN, and O&MN Funds (Fund Type - TBD)				
9401		Priced SLINs associated with Priced CLIN 9400				
9401AA	R499	DA \$ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 1541; Sponsor: NAVSEA PMS450; TI#: TI-FY19- RP-01, Rev. 1 (SCN)				
9401AB	R499	DG \$ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS450; TI#: TI-FY19-RT-03 (SCN)				
9401AC	R499	DH \$ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS450; TI#: TI-FY19-RT-02 (SCN)				
9401AD	R499	DM \$ FY of Funds: 2019; Type of Funds: O&MN Customer Code: 2534; Sponsor: ONI MSPMO; TI#: TI-FY19- KCM-07. 10 U.S.C. 2410(a) Authority is herby invoked (O&MN,N)				
9401AE	R499	DN \$ FY of Funds: 2018; Type of Funds: RDT&EN Customer Code: 159; Sponsor: NAVSEA IWS5A; TI#: TI-FY19-JW-06 (RDT&E)				
9401AF	R499	DP \$ FY of Funds: 2019; Type of Funds: RDT&EN Customer Code: 1543; Sponsor: NAVSEA PMS450; TI#: TI-FY19-NC-09 (RDT&E)				
9401AG	R499	DQ \$ FY of Funds: 2013; Type of Funds: SCN; Customer Code: 251; Sponsor: NAVSEA PMS450; TI#: TI-FY19-JJ-12 (SCN)				
9401AH	R499	DR \$ FY of Funds: 2013; Type of Funds: SCN; Customer Code: 1543; Sponsor: NAVSEA PMS450; TI#: TI-FY19-NC-11 (SCN)				
9401AJ	R499	DS \$ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 1541; Sponsor: NAVSEA PMS450; TI#: TI-FY19-RP-10 (SCN)				
9401AK	R499	DU \$ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS 450; TI#: TI-FY19-RT-13 (SCN)				
9401AL	R499	DV \$ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS 450; TI#: TI-FY19-RT-14 (SCN)				

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	17 of 75	

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	
9401AM	R499	DX \$ FY of Funds: 2019; Type of Funds: OMN; Customer Code: 2521; Sponsor: NAVSEA PMS 450; TI#: TI-FY19-DR-15 (O&MN,N)					
9401AN	R499	DZ \$ FY of Funds: 2015; Type of Funds: SCN; Customer Code: 1533; Sponsor: NAVSEA PMS 450; TI#: TI-FY19-DS-20 (SCN)					
9401AP	R499	EA \$ FY of Funds: 2019; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS 450; TI#: TI-FY19-RT-17 (SCN)					
9401AQ	R499	EF \$ FY of Funds: 2019; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS 450; TI#: TI-FY19-RT-23 (SCN)					
9401AR	R499	EG \$ FY of Funds: 2019; Type of Funds: SCN; Customer Code: 1533; Sponsor: NAVSEA PMS 450; TI#: TI-FY19-DS-21 (SCN)					
9401AS	R499	EJ \$ FY of Funds: 2019; Type of Funds: OPN; Customer Code: 259; Sponsor: SPAWAR PMW 120; TI#: TI-FY19-MC-25 (OPN)					
9401AT	R499	DX \$ FY of Funds: 2019; Type of Funds: OMN; Customer Code: 2521; Sponsor: NAVSEA PMS 450; TI#: TI-FY19-DR-15 (O&MN,N)					
9500	R499	Option 4 ODCs in support of CLIN 7500; SCN, RDT&E, OPN, and O&MN Funds (Fund Type - TBD)					
9501		Priced SLINs associated with Priced CLIN 9500					
9501AA	R499	EL \$ FY of Funds: 2014; Type of Funds: SCN; Customer Code: 1543; Sponsor: NAVSEA PMS 450; TI#: TI-FY20-ES-01 (SCN)					
9501AB	R499	EM \$ FY of Funds: 2016; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS 450; TI#: TI-FY20-KS-08. (SCN)					
9501AC	R499	EN \$FY of Funds: 20150; Type of Funds: SCN; Customer Code: 259; Sponsor: NAVSEA PMS 450; TI#: TI-FY20- FM-07. (SCN)					
9501AD	R499	EP \$ FY of Funds: 2020; Type of Funds: O&MN,N; Customer Code: 259; Sponsor: ONI MSPMO; TI#: TI-FY20-KCM-05. (O&MN,N)					
9501AE	R499	ER \$ FY of Funds: 2015; Type of Funds: SCN; Customer Code: 159; Sponsor: PMS 450; TI#: TI-FY20-ES-10 Rev 1. (SCN)					
9501AF	R499	ES \$ FY of Funds: 2019; Type of Funds: RDT&EN Customer Code: 159; Sponsor: PMS 450; TI#: TI-FY20-AK-11 Rev 1. (RDT&E)					
9501AG	R499	ET \$FY of Funds: 2020; Type of Funds: RDDA; Customer Code: 259; Sponsor: SSP SP C; TI#: TI-FY20-TB-09 Rev 1. (RDDA)					
9501AH	R499	EU \$ FY of Funds: 2019; Type of Funds: OPN; Customer Code: 259; Sponsor: SPAWAR PMW 120; TI#: TI-FY20-MC-03.					

(OPN)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	18 of 75	

FEE TABLE (JUL 2012)

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

The following Clauses are incorporated by Full Text:

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-2-0010 NOTE (OPTION)

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

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

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

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

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

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

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

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	19 of 75	

(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 (COST TYPE) (FEB 1997)

This entire contract is cost type.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	20 of 75	

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 BACKGROUND

NAVSEA System Command Program Management Sea (PMS) 450 tasked the Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) Codes 15 and 25 to participate in the conduct of a Block III VIRGINIA (SSN 774) Class submarine rapid improvement effort. The effort is focused on the Block III VIRGINIA (SSN 774) Class submarine Non-Propulsion Electronic Systems (NPES), Payload Tube, and VIRGINIA (SSN 774) Class submarine Payload Module. NPES includes the Integrated Submarine Imagining System (ISIS), SONAR, Combat Control System, Electronic Warfare Support Measures (ESM) and Navigation.

The goal of this effort is to rapidly assess the design and operation of the systems. Next, using the data/information from this assessment, introduce and recommend system design and operational changes that improve upon the Block III VIRGINIA (SSN 774) Class submarine with a primary objective of improving the Block IV and Block V VIRGINIA Class submarines performance capability. The goal of the improvements is to add war fighting capability to current baseline VIRGINIA (SSN 774) Class submarine both from a platform self-noise reduction perspective and detection and engagement perspective in order to meet anticipated future threats.

2.0 SCOPE

The contractor shall conduct advanced system engineering that assesses system design and operation in the Block III VIRGINIA (SSN 774) Class submarine Non-Propulsion Electronic Systems (NPES), Payload Tube and VIRGINIA (SSN 774) Class submarine Payload Module. These will hereafter be referred to as the focus area. This assessment shall include areas of improvement in system safety. The contractor shall introduce and recommend these improvements to NUWCDIVNPT with a primary objective of improving the Block IV and Block V VIRGINIA (SSN 774) Class submarines performance capability. The contractor shall develop test plans and procedures for Test and Evaluation (T&E) to verify the focus area system improvements that are identified. The contractor shall execute the T&E on operational platforms either dockside or at-sea, or at land based test facilities. The contractor shall collect and maintain accountability for all test data that is collected, to include data logging, backup, storage, packaging and mailing. The contractor shall develop a report of the test results that includes a cost versus performance trade off and risk assessment of the identified improvements. The focus of all tasking is to advance the current baseline VIRGINIA (SSN 774) Class Technology to meet anticipated future threats.

The services performed under this task order support NUWCDIVNPT Codes 15 and 25 and fall within the scope of paragraphs 3.2, 3.3, 3.4, 3.6, 3.8, 3.9, and 3.14 of the basic SeaPort-e Statement of Work. The requirements under this task order are sponsored by PMS 450 and will be funded with SCN, RDT&E, OPN, and O&MN funds.

3.0 APPLICABLE DOCUMENTS

- 3.1 SECNAVINST 5200.32A Open Systems Architecture Guidelines and Standards
- 3.2 OPNAVINST 5510.1H CH-5 Department of the Navy Information Security Program Regulation
- **3.3** IEEE 1516.1, Standard for Modeling and Simulation (M&S) High Level Architecture (HLA) Federate Interface Specification
- 3.4 DOD Directive 8500.1, Information Assurance
- 3.5 Security Policy for Stealth Performance Data with ACCM, NAVSEAINST S5510.18, 10 May 2013
- 3.6 Security Classification Guide Submarine Combat Systems
- 3.7 Tomahawk Cruise Missile Security Classification Guide
- 3.8 MIL-STD-882D Standard Practice for System Safety
- 3.9 VIRGINIA Class Functional Requirements Document
- 3.10 VIRGINIA Class NPES Block IV FRD DTD 7/19/2012 (U)
- **3.11** Common Specification for Submarine Sonar, Combat Control, and Architecture Subsystems Revision D Redlined for Revision E
- 3.12 VPM Requirements Matrix and Characteristics Matrix for Tomahawks Strike Baseline for Review and

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	21 of 75	

Comment Draft 9/7/2012 (U)

- 3.13 VIRGINIA Class Operational Requirements Document
- **3.14** System Requirements Verification (SRVM) for the VA (SSN 774) Class Operational Requirements Document (ORD) (U) DTD 7/1/2008
- 3.15 VIRGINIA Class Test and Evaluation Master Plan
- 3.16 VIRGINIA Class COATS Test Plan
- 3.17 FY 14 VIRGINIA Class Test Schedule
- 3.18 VIRGINIA Class Integrated Weapon System Test Plan
- 3.19 VIRGINIA Class Master Development Schedule
- 3.20 VA Payload Module Requirements Matrix
- 3.21 Security Policy for Stealth Performance Data with ACCM, NAVSEAINST S5510.18 May 2013
- 3.22 MIL-STD-1472F Human Engineering
- 3.23 Joint Fleet Maintenance Manual

4.0 REQUIREMENTS

The contractor will receive Technical Instructions (TIs) in performance of all tasking described herein. TIs will be issued at the time of funding obligations and detail which tasking the funding is provided in support of and specifying any applicable Government Furnished Information (GFI)/Applicable Documents the Government anticipates will be required to perform the tasking.

4.1 VIRGINIA (SSN 774) CLASS SUBMARINE SYSTEM DESIGN IMPROVEMENT

In accordance with Applicable Documents 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.19, 3.20, 3.21, 3.23 and using GFI 5.1, 5.2, 5.3 as required:

The contractor shall review the Block III VIRGINIA (SSN 774) Class submarine focus area system design to develop an understanding of the current baseline. The review shall include focus area system developmental and prototype hardware/software/firmware, trade studies, risk assessments, test readiness reviews, system readiness reviews, preliminary design reviews, critical design reviews, and program performance documents.

The contractor shall construct Combat Control System threads, workflows, and models that baseline the Block III VIRGINIA (SSN 774) Class submarine focus area system capabilities and performance against VIRGINIA (SSN 774) Class mission areas. The contractor shall verify that hardware/software limitations are addressed and technology limitations are considered.

The contractor shall generate system concepts that incorporate potential improvements to focus area subsystems and their interfaces to serve as prototypes for Block III, Block IV, and Block V VIRGINIA (SSN 774) Class submarine design in support of improved weapons employment and NPES capability insertion candidates. The concepts shall identify areas where design changes, enhanced technology, or other efficiencies could improve overall capabilities, performance, optimize processor loading, improve operator workload, and reduce hardware footprint, power, weight and cooling of the Block III, Block IV, and Block V VIRGINIA (SSN 774) Class submarine focus area.

The contractor shall design and build prototype hardware and software solutions and conduct integration test efforts, as detailed in paragraph 4.3, on these subsystem components and their interfaces including any additional focus area prototypes provided as Government Furnished Information (GFI) to support an assessment of emerging requirements, new enhancements, and architectural advancements identified by the NUWCDIVNPT VIRGINIA Class Requirements Working Group. The contractor shall perform upgrades to current systems.

The contractor shall provide Technical Reports in accordance with CDRL A001 and Computer Software Product End Items and Documentation in accordance with CDRL A005.

4.2 VIRGINIA (SSN 774) CLASS SUBMARINE SYSTEM OPERATIONAL IMPROVEMENTS

In accordance with Applicable Documents 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.13, 3.14, 3.19, 3.20, 3.21, 3.22, 3.23 and using GFI 5.2, 5.3 as required:

The contractor shall review the Block III, Block IV, and Block V VIRGINIA (SSN 774) Class submarine system operation in the focus area to develop an understanding of the current baseline. The review shall include all focus area subsystems that directly affect the ships' Anti-Submarine Warfare, Anti-Surface Warfare, and Strike Warfare abilities and their respective operational sequence displays, launch

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	22 of 75	

sequence displays, manual/electronic records book, system diagnostic/failure gather capabilities and embedded data collection/recording systems contained in the NPES network.

The contractor shall introduce and recommend improvements for the Block III, Block IV, and Block V VIRGINIA (SSN 774) Class Submarines NPES system in the areas of operator situational awareness, automation, human and system interactions, and other related factors that potentially improve system capabilities and performance.

The contractor shall design and build prototype hardware and software solutions and conduct integration test efforts, as detailed in paragraph 4.3, on these subsystem components and their interfaces including any additional focus area prototypes provided as GFI to support an assessment of emerging requirements, new enhancements, architectural advancements, concepts of operations, and operational fleet feedback identified by the NUWCDIVNPT VIRGINIA Class Requirements Working Group. The contractor shall provide Technical Reports in accordance with CDRL A001 and Computer Software Product End Items and Documentation in accordance with CDRL A005.

4.3 TEST AND EVALUATION OF DESIGN AND OPERATIONAL IMPROVEMENTS

In accordance with Applicable Documents 3.4, 3.5, 3.6, 3.7, 3.15, 3.16, 3.17, 3.18, 3.21, 3.23 and using GFI 5.1, 5.2, 5.4 as required:

The contractor shall develop test planning documentation for the VIRGINIA (SSN 774) Class Submarine which supports a test program designed to evaluate proposed focus area system design and operational improvements and support a post-test analysis and evaluation of the proposed concepts/solutions. This shall include system performance checks, data collection plans, and assessments of NPES interface data flow, human and system interactions, doctrine and system technology refresh, and technology insertion efforts.

The contractor shall develop test procedures in accordance with Government approved test plans developed by the contractor.

The contractor shall conduct testing in accordance with Government approved test plans and procedures developed by the contractor. The contractor shall provide and install prototype hardware/software and test tools if required per the test plans to conduct T&E programs on operational platforms either/combination of dockside, at-sea, and land based test facilities. The contractor shall collect required data for analysis and document T&E results that will be used in a report. The contractor shall maintain accountability for all test data, to include data logging, backup, storage, packaging, and mailing.

The contractor shall adhere to Alternative Compensatory Control Measure (ACCM) handling instructions in accordance with Applicable Document 3.5.

The contractor shall provide an assessment and recommendation test report based on the test data collected which includes potential capability and performance improvements, design implications associated with these improvements such as sensor modifications, subsystem enhancements, and doctrine changes. The report shall also include a cost versus performance trade off of identified focus area system improvements and their value to the improvement of the VIRGINIA (SSN 774) Class submarine performance and a risk assessment which includes an analysis of technical, cost, and schedule risks of implementing proposed changes and potential mitigation strategies for delivering a final solution.

The contractor shall provide Test Plans in accordance with CDRL A002; Test Procedures in accordance with CDRL A003; and Test/Inspection Reports in accordance with CDRL A004.

5.0 GOVERNMENT FURNISHED INFORMATION (GFI)

- 5.1 Approval of Integrated Safety Assessment RPT for VA Class Bow Design for Affordability Initiatives
- **5.2** Risk Management Guide for DoD Acquisition Sixth Edition
- 5.3 NUWCDIVNPT VIRGINIA Class Requirements Working Group Requirements
- 5.4 AN/BYG-1 (V)9 TI-14 APB 13 End-to-End Network and Functional Failover Test Procedure

6.0 QUALITY SURVEILLANCE AND 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,

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	23 of 75	

and cost. Technical quality will be evaluated against the performance standards defined in the Performance Requirements Summary (PRS) Table incorporated into the task order as Attachment 2. Responsiveness will be evaluated based upon the Government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contactor's ability to manage to the negotiated costs.

The following Clauses are incorporated by Full Text:

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

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division, Newport, RI (N66604) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <u>https://doncmra.nmci navy.mil</u>. 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 <u>https://doncmra.nmci.navy.mil</u>.

HQ C-1-0001 ITEMS: CLINs 7999 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

HQ C-2-0002 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.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	24 of 75	

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

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

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

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	25 of 75	

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

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

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

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

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	26 of 75	

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

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

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

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	27 of 75	

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

(f) The contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the actual 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.

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

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	28 of 75	

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

(a) Definitions.

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

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

(b) Requirements.

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

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

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	29 of 75	

on the work content of this contract;

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

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

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

C16S COST AND PERFORMANCE REPORTING (OCT 2012)

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

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

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

(1) Access:

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

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

(2) Format.

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

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	30 of 75	

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

(b) Contractor's Performance Report:

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

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

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

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

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

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

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

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

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

charts, etc.

(4) Submission and Approval.

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

(b) <u>Distribution Statement</u>. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 02.

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

C25S ACCESS TO GOVERNMENT SITE (APR 2015)

(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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	31 of 75	

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 NACLC.

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

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

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available under "Contractor Info" at: <u>http://www.navsea.navy.mil/nuwc/newport</u>/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: <u>http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf</u>.

(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.

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

(a) The contractor shall ensure that unclassified DoD information it receives or produces in support of

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	32 of 75	

DoD activities is protected according to the information safeguards described in DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address: http://www.dtic.mil/whs/directives/corres/pdf/858201p.pdf

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

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

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

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

(a) The Government has determined that this procurement is an exception to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194).

(b) Notwithstanding that an exception exists, the Contractor may furnish items or services provided under this order that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	33 of 75	

SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

HQ D-2-0006 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) 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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	34 of 75	

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:

(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 2523/A.DaSilva, 401-832-7079.

Task Order #: N00178-04-D-4122-N438

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	35 of 75	

SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

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

The following Clauses are incorporated by Full Text:

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

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

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

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

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

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.

(c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).

(d) Commercially available, reusable, or Government software designated as part of a deliverable item.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	36 of 75	

SECTION F DELIVERABLES OR PERFORMANCE

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

7100	10/27/2015 - 10/26/2016
7101AA	10/27/2015 - 7/31/2016
7101AB	12/7/2015 - 9/30/2016
7101AC	12/7/2015 - 10/26/2016
7101AD	12/7/2015 - 10/26/2016
7101AE	1/28/2016 - 10/26/2016
7101AF	2/11/2016 - 10/26/2016
7101AG	2/26/2016 - 10/26/2016
7101AH	3/3/2016 - 10/26/2016
7101AJ	3/3/2016 - 10/26/2016
7101AK	4/27/2016 - 10/26/2016
7101AL	4/27/2016 - 10/26/2016
7101AM	5/25/2016 - 10/26/2016
7101AN	7/18/2016 - 10/26/2016
7101AP	7/18/2016 - 10/26/2016
7101AQ	7/18/2016 - 10/26/2016
7101AR	7/18/2016 - 10/26/2016
7101AS	8/5/2016 - 10/26/2016
7200	10/27/2016 - 10/26/2017
7201AA	10/27/2016 - 5/31/2017
7201AB	10/27/2016 - 9/30/2017
7201AC	10/27/2016 - 8/30/2017
7201AD	10/27/2016 - 8/3/2017
7201AE	10/27/2016 - 10/26/2017
7201AF	10/27/2016 - 10/26/2017
7201AG	10/27/2016 - 5/31/2017
7201AH	10/27/2016 - 10/26/2017
7201AJ	10/27/2016 - 10/26/2017
7201AK	10/27/2016 - 10/26/2017
7201AL	10/27/2016 - 10/26/2017
7201AM	11/9/2016 - 10/26/2017
7201AN	11/9/2016 - 9/30/2017
7201AP	11/16/2016 - 10/26/2017
7201AQ	1/10/2017 - 9/30/2017
7201AR	1/10/2017 - 9/30/2017
7201AS	1/10/2017 - 9/30/2017
7201AT	1/10/2017 - 10/26/2017
7201AU	2/7/2017 - 10/26/2017
7201AV	2/7/2017 - 10/26/2017

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N438	AMENDMENT/MODIFICATION NO. 54	PAGE 37 of 75	FINAL
1100170-04-D-4122	11001/0-04-D-4122-IN430		13/01/3	1
50 04 AWA				
7201AW		2/7/2017 - 10/26/2017		
7201AX		2/7/2017 - 9/30/2017		
7201AY		4/13/2017 - 10/26/2017		
7201AZ		4/13/2017 - 9/30/2017		
7201BA		4/13/2017 - 9/30/2017		
7201BB		4/26/2017 - 10/26/2017		
7201BC		4/26/2017 - 10/26/2017		
7201BD		4/26/2017 - 10/26/2017		
7201BE		4/26/2017 - 10/26/2017		
7201BF		4/26/2017 - 10/26/2017		
7201BG		4/26/2017 - 10/26/2017		
7201BH		5/31/2017 - 10/26/2017		
7201BJ		6/8/2017 - 9/30/2017		
7201BK		8/25/2017 - 10/26/2017		
7201BL		8/25/2017 - 10/26/2017		
7300		10/27/2017 - 10/26/2018		
7301AA		10/27/2017 - 9/30/2018		
7301AB		11/3/2017 - 8/31/2018		
7301AC		11/3/2017 - 8/31/2018		
7301AD		11/3/2017 - 8/31/2018		
7301AE		11/21/2017 - 10/26/2018		
7301AF		11/29/2017 - 9/30/2018		
7301AG		11/29/2017 - 9/30/2018		
7301AH		3/19/2018 - 10/26/2018		
7301AJ		3/19/2018 - 10/26/2018		
7301AK		3/19/2018 - 10/26/2018		
7301AL		3/23/2018 - 10/26/2018		
7301AM		3/23/2018 - 10/26/2018		
7301AN		4/25/2018 - 10/26/2018		
7301AP		5/8/2018 - 9/30/2018		
7301AQ		6/19/2018 - 9/30/2018		
7301AR		6/19/2018 - 10/26/2018		
7301AS		6/19/2018 - 9/30/2018		
7301AT		8/14/2018 - 10/26/2018		
7301AU		9/12/2018 - 10/26/2018		
7301AV		9/12/2018 - 10/26/2018		
7301AW		9/12/2018 - 10/26/2018		
7301AX		9/12/2018 - 10/26/2018		
7301AY		9/12/2018 - 10/26/2018		
7400		10/27/2018 - 10/26/2019		
7401AA		10/27/2018 - 10/26/2019		
7401AB		10/27/2018 - 10/26/2019		
7401AC		10/27/2018 - 10/26/2019		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	38 of 75	
7401AD		10/29/2018 - 10/26/2019		
7401AE		10/29/2018 - 10/26/2019		
7401AF		10/29/2018 - 10/26/2019		
7401AG		12/11/2018 - 10/26/2019		
7401AH		12/20/2018 - 9/30/2019		
7401AJ		1/18/2019 - 10/26/2019		
7401AK		1/18/2019 - 10/26/2019		
7401AL		1/18/2019 - 10/26/2019		
7401AM		1/18/2019 - 10/26/2019		
7401AN		1/18/2019 - 10/26/2019		
7401AP		2/6/2019 - 10/26/2019		
7401AQ		2/6/2019 - 10/26/2019		
7401AR		2/6/2019 - 10/26/2019		
7401AS		2/6/2019 - 9/30/2019		
7401AT		5/30/2019 - 10/26/2019		
7401AU		5/30/2019 - 10/26/2019		
7401AV		5/30/2019 - 10/26/2019		
7401AW		5/30/2019 - 10/26/2019		
7401AX		5/30/2019 - 10/26/2019		
7401AY		5/30/2019 - 10/26/2019		
7401AZ		5/30/2019 - 10/26/2019		
7401BA		5/30/2019 - 10/26/2019		
7401BB		5/30/2019 - 10/26/2019		
7401BC		7/19/2019 - 10/26/2019		
7401BD		8/12/2019 - 10/26/2019		
7500		10/27/2019 - 10/26/2020		
7501AA		10/27/2019 - 3/1/2020		
7501AB		10/27/2019 - 3/1/2020		
7501AC		11/19/2019 - 3/1/2020		
7501AD		11/19/2019 - 3/1/2020		
7501AE		11/19/2019 - 3/1/2020		
7501AF		11/19/2019 - 3/1/2020		
7501AG		12/20/2019 - 3/1/2020		
7501AH		12/20/2019 - 3/1/2020		
7501AJ		12/20/2019 - 3/1/2020		
7501AK		1/13/2020 - 3/1/2020		
9100		10/27/2015 - 10/26/2016		
9101AA		10/27/2015 - 7/31/2016		
9101AB		12/7/2015 - 9/30/2016		
9101AC		12/7/2015 - 10/26/2016		
9101AD		12/7/2015 - 10/26/2016		
9101AE		2/11/2016 - 10/26/2016		
9101AF		2/26/2016 - 10/26/2016		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	39 of 75	
9101AG		3/3/2016 - 10/26/2016		
9101AH		4/27/2016 - 10/26/2016		
9101AJ		4/27/2016 - 10/26/2016		
9101AK		5/25/2016 - 10/26/2016		
9101AL		7/18/2016 - 10/26/2016		
9101AM		7/18/2016 - 10/26/2016		
9101AN		8/17/2016 - 10/26/2016		
9200		10/27/2016 - 10/26/2017		
9201AA		10/27/2016 - 5/31/2017		
9201AB		10/27/2016 - 9/30/2017		
9201AC		10/27/2016 - 8/3/2017		
9201AD		10/27/2016 - 10/26/2017		
9201AE		10/27/2016 - 5/31/2017		
9201AF		10/27/2016 - 10/26/2017		
9201AG		11/9/2016 - 10/26/2017		
9201AH		11/9/2016 - 9/30/2017		
9201AJ		11/16/2016 - 10/26/2017		
9201AK		1/10/2017 - 10/26/2017		
9201AL		2/7/2017 - 10/26/2017		
9201AM		2/7/2017 - 9/30/2017		
9201AN		4/13/2017 - 9/30/2017		
9201AP		4/26/2017 - 10/26/2017		
9201AQ		4/26/2017 - 10/26/2017		
9201AR		5/31/2017 - 10/26/2017		
9201AS		6/8/2017 - 9/30/2017		
9201AT		8/25/2017 - 10/26/2017		
9201AU		8/25/2017 - 10/26/2017		
9300		10/27/2017 - 10/26/2018		
9301AA		10/27/2017 - 9/30/2018		
9301AB		11/3/2017 - 8/31/2018		
9301AC		11/3/2017 - 8/31/2018		
9301AD		11/21/2017 - 10/26/2018		
9301AE		11/29/2017 - 9/30/2018		
9301AF		11/29/2017 - 9/30/2018		
9301AG		3/19/2018 - 10/26/2018		
9301AH		3/19/2018 - 10/26/2018		
9301AJ		3/19/2018 - 10/26/2018		
9301AK		4/25/2018 - 10/26/2018		
9301AL		6/19/2018 - 9/30/2018		
9301AM		6/19/2018 - 9/30/2018		
9301AN		9/12/2018 - 10/26/2018		
9301AP		9/12/2018 - 10/26/2018		
9301AQ		9/12/2018 - 10/26/2018		

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N438	AMENDMENT/MODIFICATION NO. 54	PAGE 40 of 75	FINAL
100170-04-D-4122	1100170-04-D-4122-11450	J.	40 01 75	
9400		10/27/2018 - 10/26/2019		
9401AA		10/27/2018 - 10/26/2019		
9401AB		10/27/2018 - 10/26/2019		
9401AC		10/27/2018 - 10/26/2019		
9401AD		12/11/2018 - 10/26/2019		
9401AE		12/20/2018 - 9/30/2019		
9401AE		1/18/2019 - 10/26/2019		
9401AG		1/18/2019 - 10/26/2019		
9401AH		1/18/2019 - 10/26/2019		
9401AJ		1/18/2019 - 10/26/2019 2/6/2019 - 10/26/2019		
9401AK 9401AL		2/6/2019 - 10/26/2019		
9401AM		2/6/2019 - 9/30/2019		
9401AN		5/30/2019 - 10/26/2019		
9401AP		5/30/2019 - 10/26/2019		
9401AQ		5/30/2019 - 10/26/2019		
9401AR		5/30/2019 - 10/26/2019		
9401AS		8/12/2019 - 10/26/2019		
9401AT		9/18/2019 - 9/30/2019		
9500		10/27/2019 - 10/26/2020		
9501AA		10/27/2019 - 3/1/2020		
9501AB		11/19/2019 - 3/1/2020		
9501AC		11/19/2019 - 3/1/2020		
9501AD		11/19/2019 - 3/1/2020		
9501AE		12/20/2019 - 3/1/2020		
9501AF		12/20/2019 - 3/1/2020		
9501AG		12/20/2019 - 3/1/2020		
9501AH		1/13/2020 - 3/1/2020		

The following Clauses are incorporated by Full Text:

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

SLIN	Funding	Base or Option #	Period of Performance
7100/9100	SCN; RDT&E OPN; O&MN	Base	10/27/2015 - 10/26/2016
7200/9200	SCN; RDT&E OPN; O&MN	Option 1	10/27/2016 - 10/26/2017
7300/9300	SCN; RDT&E OPN; O&MN	Option 2	10/27/2017 - 10/26/2018
7400/9400	SCN; RDT&E OPN; O&MN	Option 3	10/27/2018 - 10/26/2019
7500/9500	SCN; RDT&E OPN; O&MN	Option 4	10/27/2019 - 10/26/2020

* If option is exercised

PERIOD OF PERFORMANCE 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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	41 of 75	

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 twelve (12) months.

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

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

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at the contractor's facility or other locations, as required by the Statement of Work (SOW). Anticipated locations required by the SOW include submarine bases, shipyards, and laboratories at the following locations: Newport News, VA; Norfolk, VA; Manassas, VA; Washington, DC; Groton, CT; New London, CT; Newport, RI; Kings Bay, GA; Pearl Harbor, HI; Bangor, WA; and San Diego CA.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	42 of 75	

SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

NOTE TO THE PAYMENT OFFICE

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING

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

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

(a) Definitions. As used in this clause-

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

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

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

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

(c) WAWF access. To access WAWF, the contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

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

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

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

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

(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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	43 of 75	

system.

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N66604
Admin DoDAAC	S2206A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N66604
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA610
Other DoDAAC(s)	Not Applicable

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

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

(g) WAWF point of contact.

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	44 of 75	

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

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

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2012)

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

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

(d) The Task Order Negotiator is:

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	45 of 75	

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



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



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

(g) The contractor's Contractual Representative is:



G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

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

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

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

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

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

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's Senior Technical Representative (STR), point of contact for performance under this task order is:

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	46 of 75	

Accounting Data

SLINID	PR Number	Amount

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	47 of 75	

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	48 of 75	

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N438	AMENDMENT/MODIFICATION NO. 54	PAGE 49 of 75
—	_		
	I		
	-		

FINAL

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	50 of 75	

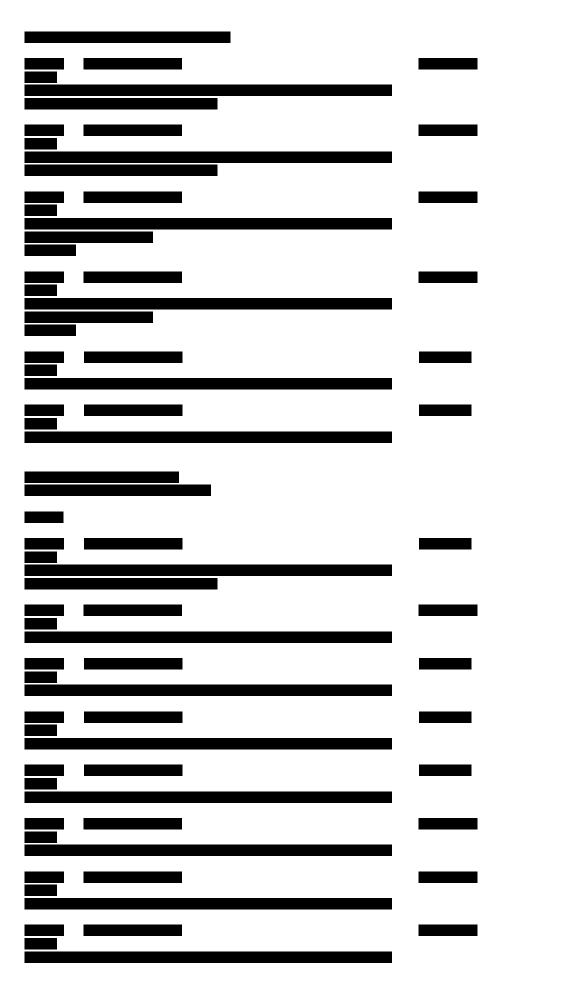
_
_
_
_
_

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	51 of 75	

-
•
_
-
•
-
•
•
•

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	52 of 75	

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	53 of 75	



CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	54 of 75	

	
_	
	_

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	55 of 75	

<u> </u>	

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	56 of 75	

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	57 of 75	

	
	■

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	58 of 75	

	-	
	I	
	I	
		-

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	59 of 75	

	_
	•
	_

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	60 of 75	

_
-
-
-
-

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	61 of 75	

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N00178-04-D-4122-N438	AMENDMENT/MODIFICATION NO. 54	PAGE 62 of 75	FINAL
_				
_				
	•			

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	63 of 75	

·
·
-
I

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	64 of 75	

SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

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

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

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

(a) The contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be <u>Total Hours Specified in Section B</u> total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that <u>0</u> man-hours are uncompensated effort.

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

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

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

(e) If, during the term hereof, the contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	65 of 75	

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 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.

Note: 10% of the labor hours are anticipated to be performed at the Government Site; 90% of the labor hours are anticipated to be performed at the Contractor Facilities.

The term of each CLIN is defined in Section F of the Task Order.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	66 of 75	

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

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

exceeding \$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 WA 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.

See Attachment 3 for a list of Key Personnel.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	67 of 75	

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 (<u>http://www.defensetravel.dod mil/Docs/CarRentalAgreement.pdf</u>) 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 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 (07/16/2019) Area: Rhode Island -- BRISTOL COUNTY: Barrington, Bristol, Warren; KENT COUNTY: Coventry, East Greenwich, Warwick, West Greenwich, West Warwick; NEWPORT COUNTY: Jamestown, Little Compton, Middletown, Newport, Portsmouth, Tiverton; PROVIDENCE COUNTY: Cranston, East Providence, Foster, Gloucester, Johnston, North Providence, Scituate; and WASHINGTON COUNTY: Charlestown, Exeter, Narragansett, North Kingstown, Richmond, South Kingstown

The above Wage Determinations (WD) can be accessed from the following website: <u>http://www.wdol.gov/</u>

"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? NO
- 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? N/A

4. Were these services previously performed under an SCA wage determination that ends in an even number? Example: 1994-2104; or 1994-2114. N/A

The site will provide the appropriate WD.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	68 of 75	

SECTION I CONTRACT CLAUSES

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

a. FAR:

- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (MAY 2014)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (MAY 2014)
- 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
- 52.204-2 Security Requirements (AUG 1996)
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)
- 52.204-13 System for Award Management Maintenance (JUL 2013)
- 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
- 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)
- 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009)
- 52.219-8 Utilization of Small Business Concerns (OCT 2014)
- 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 (JAN 2014)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	69 of 75	

- 52.222-26 Equal Opportunity (APR 2015)
- 52.222-35 Equal Opportunity for Veterans (JUL 2014)
- 52.222-36 Affirmative Action 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)
- 52.222-41 Service Contract Labor Standards (MAY 2014)
- 52.222-50 Combatting Trafficking in Persons (MAR 2015)
- 52.222-54 Employment Eligibility Verification (AUG 2013)
- 52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.224-2 Privacy Act (APR 1984)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (DEC 2012)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-3 Patent Indemnity (APR 1984)
- 52.232-20 Limitation of Cost (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- 52.233-3 Alternate I Protest After Award (JUN 1985)
- 52.233-4 Applicable Law for Breach of Contract (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.243-2 Alternate I Changes -- Cost Reimbursement (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (APR 2015)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	70 of 75	

- 52.246-23 Limitation of Liability (FEB 1997)
- 52.246-25 Limitation of Liability-Services (FEB 1997)
- 52.251-1 Government Supply Sources (APR 2012)
- **b. DFARs:**
- 252.201-7000 Contracting Officer's Representative (DEC 1991)
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)
- 252.203-7003 Agency Office of the Inspector General (DEC 2012)
- 252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)
- 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 (FEB 2014)
- 252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)
- 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)
- 252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)
- 252.225-7048 Export Controlled Items (JUN 2013)
- 252.227-7013 Rights in Technical Data -- Noncommercial Items (FEB 2014)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)
- 252.227-7019 Validation of Asserted Restrictions -- Computer Software (SEP 2011)
- 252.227-7025 Limitations in the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)
- 252.227-7030 Technical Data -- Withholding of Payment (MAR 2000)
- 252.227-7037 Validation of Restrictive Markings in Technical Data (JUN 2013)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	71 of 75	

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

- 252.227-7039 Patents -- Reporting of Subject Inventions (APR 1990)
- 252.231-7000 Supplemental Cost Principles (DEC 1991)
- 252.232-7010 Levies on Contract Payments (DEC 2006)
- 252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)
- 252.235-7011 Final Scientific or Technical Report (JAN 2015)

The following Clauses are incorporated by Full Text:

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

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

Option No.	CLIN	Fund Type	Exercise Date - No Later Than
1	7200/9200	SCN; RDT&E OPN; O&MN	10/27/2016
2	7300/9300	SCN; RDT&E OPN; O&MN	10/27/2017
3	7400/9400	SCN; RDT&E OPN; O&MN	10/27/2018
4	7500/9500	SCN; RDT&E OPN; O&MN	10/27/2019

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

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

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

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

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

Employee Class Monetary Wage - Fringe Benefits

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	72 of 75	

(End of Clause)

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

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

52.244-2 Subcontracts (OCT 2010)

(a) Definitions. As used in this clause—

"Approved purchasing system" means a contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

"Consent to subcontract" means the Contracting Officer's written consent for the contractor to enter into a particular subcontract.

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and 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: <u>Any new subcontractors performing a</u> **portion of the level of effort not approved in the original task order award**.

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	73 of 75	

following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

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

(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-plusa-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.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	74 of 75	

(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:

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4122	N00178-04-D-4122-N438	54	75 of 75	

SECTION J LIST OF ATTACHMENTS

Exhibit A: DD Form 1423, Contract Data Requirements List (CDRLs) with Addendum

Attachment 1: DD Form 254, Contract Security Classification Specification (with NNPI Clause)

Attachment 2: Performance Requirements Summary (PRS) Table

Attachment 3: Key Personnel List