

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
263. EFFECTIVE DATE
24-Sep-20184. REQUISITION/PURCHASE REQ. NO.
1300726735-9905. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N66604

7. ADMINISTERED BY (If other than Item 6)

CODE S0701A

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

DCMA HARTFORD
130 DARLIN STREET
EAST HARTFORD CT 06108-3234

SCD: C

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

SCIENCE APPLICATIONS INTERNATIONAL CORP
12010 Sunset Hills Road
Reston VA 20190

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119-N433

10B. DATED (SEE ITEM 13)

06-Jun-2014

CAGE CODE 6XWA8

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: BILATERAL FAR 52.232-20 'Limitation of Cost' & NAVSEA 5252.216-9122 'Level of Effort - Alternate I'

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

24-Sep-2018

BY (Signature of Contracting Officer)

24-Sep-2018

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

GENERAL INFORMATION

Distribution: KR, 0121, DFAS-HQ 0337, 8535/L.Reid, 8531/M. Ansay

NUWCDIVNPT Control #: 183984

NUWCDIVNPT Requisition #s: 1300726735-990, 1300712618-990

NOTE: THIS IS A NO COST MODIFICATION

The purpose of this modification is to:

1. Revise Statement of Work
2. Extend Task Order Period of Performance (POP) to 12 October 2018
3. Revise Clauses, as detailed below
4. Update Attachment #1 - DD Form 254

SECTION C -

1. Revise Statement of Work to remove building and room numbers from Section 1.0.

SECTION F -

1. Extend POP end dates for CLINs 7140 and 9140 and priced SLINs 7141AA, 7141AB, 9141AA, and 9141AB to 10/12/2018.
2. Revise Clause HQ F-1-0003 "Performance Language for LOE Services" to reflect the new POP for CLINs 7140 and 9140 as 06/06/18 - 10/12/18.

SECTION H -

1. Revise Clause H83S to replace Wage Determination 2005-2467 with 2015-4089, Revision 8 dated 07/03/2018 for Rhode Island, Statewide.

SECTION J -

1. Replace Attachment #1 - DD Form 254 Contract Security Classification Specification with Revision No. 5, dated 20180924.

All other Task Order terms and conditions remain unchanged.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 6 of 58	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Labor CLINs/SLINs	Fee/Hour	Fee %
[REDACTED]	[REDACTED]	[REDACTED]

The following Clauses are incorporated by Full Text:

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

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

HQ B-2-0010 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) (DEC 2005)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 7 of 58	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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

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

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

This entire contract is cost type.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 8 of 58	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

NMCARS Part 5237.102(90) the Enterprisewide Contractor Manpower Reporting Application (ECMRA)

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

Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

Statement of Work

1.0 BACKGROUND

The Unmanned Undersea Vehicles & Propulsion Systems Division (Code 853) of the Naval Undersea Warfare Center Division Newport, and the Unmanned Undersea Vehicles (UUV) Customer Advocate are responsible for all aspects of the development of Navy UUVs. The Autonomous Undersea Vehicles Engineering Facility (AUVEF) Service Cost Center (SCC) is an essential part of Code 85 UUV development and will provide the following services:

- 1) Experimental/Testbed AUVs
- 2) Anti Submarine Warfare (ASW) Target Engineering Agent (EA) Facilities
- 3) Modeling/Simulation and Secure Communications laboratory facilities
- 4) Provide a hanger of autonomous undersea vehicles of various sizes and capabilities that can be used by NUWC's customers to demonstrate sensor, communications, weapon delivery, target evaluation, and control systems. The lab's purpose is to provide the vehicle itself in a baseline configuration, install/integrate customer desired changes, perform at sea runs, and return the vehicle to its baseline configuration.
- 5) Provide a laboratory and support area for ASW mobile targets. The AUVEF provides for all vehicle upkeep, laboratory space for target vehicles and peripheral equipment, and a trained vehicle technician to assist engineering staff and provide a technical interface for engineering investigations.
- 6) Provide a secure, managed IT facility for the use of modeling and simulation equipment and secure communications. This facility will also maintain a NUWC capability of specialized software that can be used for a variety of UUV/AUV tasks.

2.0 SCOPE

The contractor shall support the Government operations of the AUVEF in the following areas:

- 1) Computer Software Programming/Design/Development and Maintenance
- 2) Engineering Design/Development and Evaluation Services
- 3) Test and Evaluation (T&E)
- 4) Integrated Logistics Support/In-Services Engineering
- 5) Technical Program Documentation and Presentation Updates
- 6) Information Assurance (IA) and Anti-Tamper (AT)
- 7) Acquisition Program Strategy Development/Concept of Operations (CONOPS)/Analysis of Alternatives (AOA) and Technical Program Services

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 9 of 58	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

- 8) AUV Operator Training and Qualification
- 9) SCC Business Services
 - Financial Management Services
 - Strategic/Business Planning Services
 - Engineering Management Information Systems (EMIS)

These tasks support the following UUV and Targets programs:

- a) Autonomous Operations/Future Naval Capabilities (AOFNC) Demonstration
- b) US/UK Project Agreement
- c) UUV Tactical Development Exercises
- d) 21-UUV Testbed
- e) MANTA Testbed
- f) MARV Testbed
- g) SAUV Testbed
- h) REMUS Testbed Family of Vehicles
- i) NOAA/NUWC Interagency Agreement
- j) AUV Application Center (AUVAC)
- k) Acoustic Communications (ACOMMS) Research and Development
- l) Autonomous Operations Research and Development
- m) UUV Modeling, Simulation, and Visualization Research and Development
- n) Project 1319 (REMUS Line Capture/Homing and Docking with DDS)
- o) 21" Unmanned Undersea Vehicle (21UUV)
- p) Large Diameter Unmanned Undersea Vehicle (LDUUV)
- q) Universal Launch and Recover Module (ULRM) and associated UUV testbeds
- r) Surface Mine Countermeasures Unmanned Undersea Vehicle (SMCMUUV)
- s) Battle Space Preparation Autonomous Vehicle (BPAUV)
- t) MK30 MOD1
- u) MK30 MOD2
- v) EMATT
- w) Project Sea Robin
- x) Autonomous Gliders Family of Vehicles
- y) Persistent Littoral Undersea Surveillance (PLUS)
- z) Office of Naval research (ONR) Innovative Naval Prototype (INP) LDUUV
- aa) ONR Future Naval Capability (FNC) Long Endurance (LE) Unmanned Underwater Vehicle (UUV)
- ab) RAZOR Testbed Family of Vehicles
- ac) IVER Family of Vehicles

*Additional programs may be added in the future, based on development work performed in this task order.

This requirement is for Code 822 AUV, UUV, Autonomy, Targets and their associated programs and projects as referenced above by the following external sponsors: NAVSEA, PMS 392, PMS 394, PMS 397, PMS 401, PMS 402, PMS 403, PMS404, PMS406, PMS 408, PMS 415, PMS 425, PMS 435, PMS 450, Office of Naval Research (ONR) 321, ONR 322, ONR 333, ONR 03I, Explosive Ordnance Disposal (EOD) Offices, Defense Advanced Research Projects Agency (DARPA), NASA, NSF, NIWO, JIATF-South, SOCOM, SOUTHCOM, NORTHCOM, National Oceanic and Atmospheric Administration (NOAA), and Navy Engineering Logistics Office (NELO). Internal NUWCDIVNPT associated sponsors and counterparts are: Codes 01, 02, 15, 25, 34, 40, 60, 70, 81, 82 and the newly established 85.

These tasks are within the scope of the following Basic Tasks Statements 3.1 through 3.6, 3.8, 3.9, 3.11, 3.12, 3.14, 3.19, 3.20 and 3.22.

3.0 Applicable Documents

The contractor shall use appropriate in-house procedures and industry standards in lieu of Government specifications and standards during the performance of this contract whenever possible. In the event

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 10 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

non-Government standards and specifications do not exist, or are inadequate, the contractor may use Government standards and specifications (tailored as appropriate) if their use is cost effective and kept to a minimum. Exceptions would be whenever Government standards or specifications are specifically required for a particular task. The following are applicable standards and specifications in effect on date of Request for Proposal.

3.1 UUV Master Plan (2004 Update)

3.2 MIL-STD-31000 Technical Data Packages, General Specifications for Standards

3.3 MIL-HDBK-831 Preparation of Test Reports

3.4 MIL-HDBK-470 Volume 1 Designing and Developing Maintainable Products and Systems

3.5 MIL-HDBK-29612 Parts 1 through 5 Guidance for Acquisition of Training Data Products and Services

3.6 MIL-PRF-29612B Training Data Products

3.7 NUWC DIVNPT-TD-10,399 Publications and Presentation Guide

3.8 NISO Z39.18 Scientific and Technical Reports Preparation, Presentation and Preservation

3.9 ANSI-Y14.24 Types and Applications of Engineering Drawings

3.10 DoD 8570.01-M dated 20 April 2010 Information Assurance Workforce Improvement Program

3.11 DI-IPSC-014274 DI-IPSC-81427 Software Development Plan (SDP)

3.12 12207-0 Guide for Information Technology (IT) (GIT) Software Lifecycle Processes (SLP)

3.13 12207-1 Guide for Information Technology (IT) (GIT) Software Lifecycle Processes (SLP) Lifecycle Data

3.14 12207-2 Guide for Information Format (GIF) Software Lifecycle Processes (SLP) Implementation Considerations

3.15 NAVSEA Instruction 4200.19 SERVICE CONTRACT RESTRICTIONS AND SAFEGUARDS Dated 25 Jan 1990

3.16 DoD 8500.1 dated 20 April 2010 Information Assurance Workforce Improvement Program

3.17 DoD Directive 8500.1, "Information Assurance," October 24, 2002

3.18 DoD 5025.1-M, "DoD Directives System Procedures," current edition

3.19 National Security Telecommunications and Information Systems Security Instruction (NSTISSI) No. 4009, "National Information Systems Security Glossary," September 2000 1

3.20 DoD Directive 8000.1, "Management of DoD Information Resources and Information Technology," February 27, 2002

3.21 DoD Directive 8500.2, "Information Assurance Implementation," February 6, 2003

4.0 Requirements:

The contractor shall perform the following tasks in support of the AUVEF laboratory in accordance with specific efforts detailed in the Technical Instruction (TI) and ECP's provided as GFI.

4.1: Computer Software Programming/Design/Development and Maintenance

In accordance with Applicable Documents (3.1, 3.2 & 3.11-3.14) and using GFI (6.1, 6.2, 6.14 & 6.15), The

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 11 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

contractor shall design, develop, modify, update, maintain, install, test, and integrate software end products and maintain RDTE networks for AUV, UUV and Autonomy systems, including the maintenance and updating of the software development plan for systems, sensors, sub-systems, support and test equipment to include (test and evaluation, guidance and control, data storage, data extraction, and operation and maintenance. The contractor shall provide software engineering design practices in accordance with the required certification CMMI Level III and document software.

Deliverables:

The contractor shall deliver in accordance with CDRLs: computer software end products (CDRL A001), standard software documentation packages (CDRL A002) and software development plan (CDRL A00F).

Performance Standards:

Computer software end products consist of an executable program, applicable source code and computer documentation end products are accurate and complete. Acceptable Quality Level: 95%.

4.2: Engineering Design/Development and Evaluation

In accordance with Applicable Documents (3.1, 3.2 & 3.11-3.14) and using GFI (6.1,6.3,6.10, 6.11, 6.15 and 6.16), the Contractor shall provide system engineering services to include: system design, development, analysis and assessment, verification and validation of technologies, systems, and subsystems for the AUV, UUV and Targets programs listed in Section 2.0. The Contractor shall develop Engineering Change Proposals in accordance with Government issued TI to address deficiencies or improvements in the technologies, systems, and subsystems under review and submit them for Government consideration.

The Contractor, in accordance with Government issued TI, shall design, engineer, assemble, fabricate, integrate and test engineering design models (EDMs) consisting of prototype systems/sub-systems, circuitry, hardware enclosures, racks and mounts, and associated interfacing hardware such as cabling and wiring. EDMs/prototypes may be comprised of varying combinations of breadboard components, commercial-off-the-shelf (COTS), existing equipment, and materials to refurbish, repair, upgrade or design UUV and Autonomous systems. The major components of the systems and subsystems are:

- a) propulsion and power systems
- b) energy storage (e.g., fuel cells, batteries)
- c) control systems
- d) arrays
- e) acoustic sensor performance predictions
- f) submarine/host platform combat systems
- g) communication systems
- h) autonomous/expert systems
- i) optimal manning systems
- j) test and handling systems
- k) torpedo systems
- l) antenna systems
- m) sonar systems
- n) remus systems

The contractor shall conduct risk analyses, reliability/availability of systems architecture designs, vehicle dynamics, and life cycle support analyses for deployed vehicles or vehicles to be deployed. The contractor shall recommend new applications or new uses of existing technologies and conceptual and notional technologies needed to achieve the operational requirements of the UUV systems.

Upon government approval of the design package, the contractor shall fabricate or purchase systems and subsystems components for the prototypes and integrate into the specific UUV.

Using GFI (6.10, 6.11, 6.15, and 6.16) the contractor shall provide design packages at a total system hardware

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 12 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

level.

The contractor shall install and test the EDMs/Prototype UUV systems/sub-systems or components in the laboratory environment.

Deliverables:

Data Deliverables: Deliver in accordance with CDRLs: study reports (CDRL A007) and Engineering Change Proposal Waivers (CDRLs A00G, A00H, A00J), Deviations (CDRL A00K), and Specification (CDRL A00L).

Hardware Deliverables: EDMs, prototypes, systems and subsystems components as specified in the government approved design packages provided in GFI (6.1) and detailed in the TI in accordance with (CDRL A003).

The contractor shall deliver engineering design and development modifications and schematics in accordance with (CDRL A003).

Performance Standards:

EDM, Prototype system/sub-systems support components are built and tested in accordance with GFI (6.11). Specifications are tested for accuracy and all data collected during the test is documented. Technical reports include accurate in-depth analysis, clearly identified issues and provide recommendations or actions to be taken to rectify the issues are complete, and contain all necessary documentation. Acceptable Quality Level: 95%.

4.3: Test and Evaluation (T&E)

In accordance with Applicable Documents (3.1-3.3, 3.8 & 3.10-3.14) and using GFI (6.1-6.11,6.14, 6.15 and 6.20), the Contractor shall provide engineering test and evaluation services and program coordination and planning in support of ocean physics, safety and multiple vehicle experimentation for the AUV, UUV and Target Programs to test, evaluate and document existing and future technologies, systems and subsystems. These test and evaluation events pertain to technologies, systems, and subsystems developed by other companies or government organizations.

The Contractor shall document the results of laboratory, developmental and field-testing performed as it relates to specification requirements of the software or equipment being tested and maintained. The Contractor shall provide recommendations for the design of the software or equipment in a test plan. The test plan shall include the standards, checklists, validation materials, procedures, technical measures of performance, and tasks necessary to conduct product assurance, quality assurance, safety, reliability, and maintainability of the testing. The contractor shall ensure the availability of required services (crane services, range, lab, reserve and provide boat services in accordance with GFI 6.20), analyze oceanographic data, determine software and data recording requirements, and plan for contingencies. The contractor shall recommend test and performance criteria and integrate the test components in a lab or bench and during at-sea tests. The contractor shall monitor the test, collect and record data, and provide detailed test reports.

The contractor shall submit the test plan for Government review and approval prior to conducting any tests.

The Contractor shall develop and conduct operational tests to measure effectiveness of identified technologies, systems and subsystems. This effort shall include systems integration and testing, assessment of at-sea test requirements and recommendations for the test and site integration, test simulation and emulation, and test documentation. The contractor shall prepare test plans, data record (both planning for and storage of), event reconstruction, data analysis and final report documentation of test results.

Deliverables:

The contractor shall deliver in accordance with CDRLs: test plans (CDRL A004), analyses (CDRL A005), technical studies, operations orders and procedures and test reports (CDRL A007). The contractor shall deliver software/hardware safety analysis reports in accordance with CDRL A00D.

Performance Standards:

Test Plans/Test Procedures detail the system/subsystem requirements. All studies, analyses, reports, plans and

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 13 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

procedures require little or no corrections/rewrite. Project Schedules are accurate and reflect all scheduled tests for the various UUV Vehicle Programs. Reports are clear and concise and include accurate in-depth analysis, clearly identified issues and provide recommendations or actions to be taken to rectify the issues are complete, and delivered on time and contain all necessary documentation. Acceptable Quality Level: 95%.

4.4: Integrated Logistics Support (ILS)/In-Service Engineering

In accordance with Applicable Documents (3.1-3.14) and using GFI (6.1-6.18), the Contractor shall track, coordinate and maintain the supply logistical procedures and functions for the AUV/UUV and Targets systems in Section 2.0, as well as the associated laboratories and facilities. The Contractor shall establish and maintain an inventory list of the SCC laboratory, In Service Engineering Agent (ISEA) depot, deployed vehicles and other systems and system components. These lists shall include a complete record of sensors, materials, parts and components including spares.

The Contractor shall maintain inventory control, this includes modified software end products including the maintenance and updating of the software development plan for systems, sensors, sub-systems, and test equipment.

The Contractor shall provide Fleet support for delivered and deployed systems in accordance with TIs. The support shall consist of fielding trouble calls from the Fleet, working to identify the source of the problem, providing recommended solution and follow up with Fleet customer to verify the problem has been resolved. The contractor shall document these actions in reports.

Deliverables:

The Contractor shall deliver system and subsystem logistics management information data and reports in accordance with (CDRL A006). The Contractor shall deliver updates to the Software Development Plan in accordance with (CDRL A00F).

Performance Standards:

Logistics information is timely and accurate. Documentation, records and reports all information with a minimum occurrence of errors, omissions or inaccuracies. Acceptable Quality Level: 95%.

4.5: Technical Program Documentation and Presentation Updates

In accordance with Applicable Documents (3.1- 3.3, 3.7, 3.8 & 3.15) and using GFI (6.10) the contractor shall research, organize, develop, format, analyze, review, edit, and comment on program documentation and presentation material.

In accordance with Applicable Documents (3.1- 3.3,3.7, 3.8 & 3.15) and using GFI (6.7-6.10) the contractor shall organize and produce documentation in the form of draft and final reports, plans, papers, presentations and brochures.

Deliverables:

The contractor shall deliver in accordance with CDRLs: program documentation reports (CDRL A007) and presentation materials (CDRL A00B).

Performance Standards:

Documentation, plans, presentations and reports include accurate in-depth analysis, and clearly identified issues. Acceptable Quality Level: 95%.

4.6: Acquisition Program Strategy Development/CONOPS/Analysis of Alternatives And Technical Program Services

In accordance with Applicable Documents (3.1-3.8 & 3.10) and using GFI (6.2, 6.6, 6.8-6.10, 6.12, 6.15, & 6.18) the contractor shall develop and recommend improvements to acquisition strategies alternative approaches/development of acquisition/program documentation for UUV programs. The Contractor shall provide

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 14 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

end-to-end or mission phase-specific Concepts of Operation and Analysis of Alternative studies to address UUV deployment and usage options for NAVY and/or Joint forces.

Recommendations shall include alternative approaches, assessment of program business and technical risks, development of risk reduction strategies and periodic update of roadmaps/Master Plans for programs. Using GFI (6.8-6.10), the contractor shall generate a UUV Strategic Plan for future UUV technologies and evaluate emerging technology applicable for future systems including AUVs, UUVs, Autonomy, Modeling and Simulation disciplines, mobile targets, countermeasures, counterweapons, and other defensive systems.

The contractor shall attend Technology Council meetings to develop a “roadmap” for future business initiatives, from development through implementation. The contractor shall provide all aspects of strategic planning to include collaboration with NAVSEA, PEO and SPAWAR sponsors and all ancillary stakeholder organizations.

Deliverables:

The contractor shall deliver in accordance with CDRLs: reports (CDRL A008), studies (CDRL A00B) and written assessments (CDRL A00C).

Performance Standards:

Reports, studies and written assessments, include accurate in-depth analysis, and clearly identified issues. Acceptable Quality Level: 95%.

4.7: Information Assurance (IA) and Anti-Tamper (AT)

In accordance with Applicable Documents (3.10 (DOD 8570.01), and 3.15 thru 3.21) and using GFI (6.15), the contractor shall provide IA functions and services for development, operation, management and enforcement of IA policies and implementation of security measures and procedures for Information Systems (IS). As a member of IA Workforce (IAWF), the contractor shall perform the duties of IA Technician (IAT) Level I-III; IA System Architecture and Engineer (IASE) I-III; and/or IA Manager (IAM) Level I-III and is subject to meeting and sustaining the training and certification requirements outlined in DOD 8570.01-M.

As an IAT, the contractor shall prepare Information Technology (IT) systems for use and implement Security Technical Information Guides (STIGS) and security checklists that correspond to the software installed. The Contractor shall implement an IA Vulnerability Management (IAVM) program ensuring all systems remain IA compliant. The government shall provide vulnerability identification and assessment tools as GFP (6.19) to aid in this task.

As an IASE, the contractor shall ensure the IS design shall meet information and physical security requirements and shall not rely totally on operational procedures. The design shall ensure IA techniques protect classified data. All classified information shall be processed using approved IA methods. The IS shall use core products approved by Department Information Systems Agency (DISA) and the Committee on Nations Security Systems (CNSS). All proposed Government Off-the-Shelf (GOTS), Commercial Off-the-Shelf (COTS), or newly developed IA or IA enabled products shall be evaluated by the National Security Agency (NSA) or in accordance with NSA-approved processes. The IASE/IAM shall work with these agencies to obtain approval of new products.

As an IASE, the contractor shall ensure the IS design complies with DOD/Department of Navy (DoN) policies, standards and guidance. The IS shall comply with DoD 8500.1 and a tailored Security Requirements Traceability Matrix (SRTM) per IA controls noted in DODI 8500.2. Tailoring of the SRTM will be adjusted per agreements made between the Government, IAM and the Designated Approving Authority (DAA). Variations shall be discussed weighing cost vs. effectiveness vs. acceptance of risk.

As an IASE, the contractor shall develop or provide inputs to support development of the Certification and Accreditation (C&A) data package for the IS per the path (dependent on classification and use) identified by the government. Data products may include but are not limited to: System Identification Profile, Implementation Plan, Verification/Validation Plan, Security Scorecard, IT Plan of Actions and Milestones, Platform Information Technology (PIT) Designation Request, PIT Risk Assessment (PRA) and/or Interim Authority to Test (IATT) Plan.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 15 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

As an IAM, the contractor shall be responsible for ensuring the IS meets all requirements to achieve Authority to Operate (ATO). The IAM shall interface with the DAA for all IA related matters.

As an IAWF member, the Contractor shall ensure it is in compliance with the DoD and NUWCDIVNPT Information Technology (IT) policies and procedures. The Contractor shall prepare IA test procedures and perform Verification and Validation (V&V) of all IA implementations, documenting all results. The Contractor shall host IA test event in support of the C&A process. The Contractor shall maintain security awareness to ensure the systems maintains security posture during the entire life cycle. The contractor shall document the results of these investigations in IA and AT analysis reports, presentations, and white papers.

Deliverables:

The contractor shall deliver in accordance with CDRL: information assurance analysis reports, presentations, and white papers in accordance with (CDRL A00E).

Performance Standards:

Analysis reports include accurate in-depth analysis, clearly identify issues; and provide recommendations or actions to be taken to rectify identified issues. Acceptable Quality Level: 95%.

4.8: AUV Operator Training and Qualification

In accordance with Applicable Documents (3.10) and using GFI (6.17) the contractor shall provide services to educate and familiarize potential users of AUV systems. The contractor shall generate instructional material, lesson plans, qualification plans, and maintain records to indicate proper instruction has been provided to the end user in the safe operation of AUV systems. The contractor shall analyze and track the various configurations and present the results of these analyses, with supporting scientific literature, in the form of written technical reports and/or PowerPoint presentations, specific form will be identified in the TI.

Deliverables:

The contractor shall deliver in accordance with CDRLs: technical studies and analyses (CDRL A007) and updated instructional material (CDRL A009).

Performance Standards:

Instructional program/development management plan identifies the system/sub-system requirements and recommendations for implementing system/sub-system instructions. Acceptable Quality Level: 95%.

4.9: SCC Business Services:

4.9.1 Financial Management Services

In accordance with Applicable Documents (3.2) and using GFI (6.8-6.10) the contractor shall model, estimate, track, and analyze project and organizational resource and financing requirements for the AUVEF SCC programs. The contractor shall perform cost analyses and provide data and recommendations to support cost-benefit analyses, cost/schedule/technical trade-offs, and risk assessments.

The contractor shall:

- a. Prepare periodic accounting status reports for Facility Manager and Division Heads and Department management.
- b. Prepare draft financial documentation for funds being forwarded to other government facilities
- c. Generate undistributed labor and travel reports, identify any discrepancies and recommend changes/corrections..
- d. Prepare draft responses to periodic organizational funding data queries,
- e. Provide draft periodic forecasts for the AUVEF's tasking including earned value, risk assessments, and trade-off analysis

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 16 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Deliverables:

The contractor shall deliver in accordance with CDRL: reports, data and presentations (CDRL A006).

Performance Standards:

Reports, data and presentations, include accurate in-depth analysis, clearly identified issues and provide recommendations or actions to be taken to rectify noted problems, and contain all necessary documentation. Acceptable Quality Level: 95%.

4.9.2 Strategic/Business Planning

In accordance with Applicable Documents (3.1-3.3) and using GFI (6.1-6.10) the contractor shall:

- a.) Review program, organizational and strategic plans, assess the business/ technological environment and organizational capabilities, and prepare draft summary reports and analyses to achieve business and/or technical objectives as they relate to AUVEF operations and all AUVEF customers.
- b.) Research, identify and analyze external threats, opportunities, policies and initiatives which affect the AUVEF's mission and related business and technology areas, and provide draft recommendations for action/resolution or further analysis.
- c.) Design, generate and implement integrated planning and performance systems and processes to support AUVEF mission related programs and initiatives.
- d.) Analyze planning information and verify that financial and programmatic trends and forecasts identified through analyses are consistent with source data.
- e) Edit and condense source information and analyses into high level Navy draft presentations and prepare draft narrative and graphic representations of data.
- f.) Generate, implement, maintain and employ planning processes and systems for modeling, estimating, tracking and analyzing the AUVEF SCC and its' organizational structure and cost requirements.
- g.) Review AUVEF SCC cost and schedule information and conduct, cost benefit analyses, tracking of issues/action items, strategic planning, trade-off analysis, and risk assessments.
- h.) Provide AUVEF inputs to the Annual Business Plan (ABP).
- i.) Provide updates of AUVEF SCC balances and balance projections to the monthly phasing plan.

Deliverables:

The contractor shall deliver in accordance with CDRL: reports, data and presentations (CDRL A006).

Performance Standards:

Reports, data and presentations, include accurate in-depth analysis, clearly identified issues and provide recommendations or actions to be taken to rectify noted problems, and contain all necessary documentation. Acceptable Quality Level: 95%.

4.9.3 Engineering Management Information Systems (EMIS)

In accordance with Applicable Documents (3.1, 3.2 & 3.10) and using GFI (6.8-6.10), the contractor shall update and maintain EMIS for UUV research and development programs. These EMIS systems track planning, vehicle employment schedules, monitor project resources, and support configuration management (CM), to collect and sort global information systems (GIS), or other data collected on ranges. These systems may also track operational maintenance records and tactical data and facilitate evaluation of vehicle operations and user interfaces.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 17 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Deliverables:

The contractor shall deliver in accordance with CDRL: reports, data and presentations (CDRL A006).

Performance Standards:

Reports, data and presentations, include accurate in-depth analysis, clearly identified issues and provide recommendations or actions to be taken to rectify noted problems, and contain all necessary documentation. Acceptable Quality Level: 95%.

5.0 Progress Reports

The Contractor shall provide monthly progress and financial reports in accordance with Clause C16S.

6.0 Government Furnished Information (GFI)

Government furnished information, equipment, and property shall be provided for the completion of the tasks described in this task statement. All materials shall be returned upon the completion of the contract. GFI may include:

- 6.1 AUV/UUV and Targets Requirements Analyses
- 6.2 UUV CONOPS
- 6.3 UUV Program Specifications
- 6.4 UUV Analyses of Alternatives
- 6.5 UUV Trade Studies
- 6.6 UUV HSI Special Studies
- 6.7 UUV Master Plan updates and drafts
- 6.8 UUV Program Management Status Reports and Analyses
- 6.9 UUV Program Cost and Funding Information and Data
- 6.10 UUV Program Plans
- 6.11 UUV Test and Evaluation Requirements and Documentation
- 6.12 Modeling and Simulation Plans and Documentation
- 6.13 Rough Presentation Data
- 6.14 Software Standard Requirements Documentation
- 6.15 Information Assurance Documentation
- 6.16 Geographic Information Systems
- 6.17 AUV Operator Training and Qualification Documentation
- 6.18 Analysis and Strategic Assessment Models
- 6.19 Information Assurance Assessment Tools
- 6.20 NAVSTA Pier 1 UUV OPS Procedures

Note: UUVs, and Targets include all programs in Section 2.0 Scope

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 18 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7.0 Performance Standards and Quality Surveillance Reviews

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the specific performance standards identified in task paragraphs. Responsiveness will be evaluated based upon the government experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet agreed upon schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to agreed upon costs.

The following Clauses are incorporated by Full Text:

HQ C-1-0001 ITEM(S) 4999 - DATA REQUIREMENTS (NAVSEA)(SEP 1992)

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

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

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

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

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

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

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 19 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)

(a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.

(b) General Requirement - (1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) - An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 20 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

HQ C-2-0015 DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA)(SEP 2009)

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 21 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 22 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 23 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 24 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (DEC 2006) (MODIFIED) (SEP 2012)

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

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

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

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

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

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

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

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

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

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

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

C16S COST AND PERFORMANCE REPORTING (OCT 2012)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 25 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

(1) Access:

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

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

(2) Format.

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

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

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

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

b) Contractor's Performance Report:

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 26 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

(4) Submission and Approval.

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

b) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 59.

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

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at: <http://www.opm.gov/forms/index.asp>

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

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

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

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

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

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 27 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf

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

C26S INFORMATION ASSURANCE – UNCLASSIFIED DOD INFORMATION ON NON-DOD INFORMATION SYSTEMS (JUL 2010)

(a) The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in Attachment 2 to Directive-Type Memorandum (DTM) 08.027 – 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/DTM-08-027.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 Attachment 2 to Directive-Type memorandum (DTM) 08-027 – 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. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 28 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

HQ D-1-0001 DATA PACKAGE LANGUAGE

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

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

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

HQ D-2-0006 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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 29 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

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

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

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

(Name of Requiring Activity)

(City and State)

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

(a) The Contract 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 8535/L.Reid, 401-832-4875

Task Order #: N00178-04-D-4119-N433

(b) The contractor shall also include in each package delivered (or affixed to the item itself if it is not packaged) a packing slip which lists the items included by Contract Line Item Number (e.g., 0001, 0002).

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 30 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

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

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

The following Clauses are incorporated by Full Text:

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

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

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

Item(s) 4000 & 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.

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 31 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4100	6/6/2014 - 6/5/2015
4200	7/9/2014 - 9/30/2014
6100	6/6/2014 - 6/5/2015
6200	7/9/2014 - 9/30/2014
7110	6/6/2015 - 6/5/2016
7120	6/6/2016 - 6/5/2017
7121AA	6/6/2016 - 6/5/2017
7121AB	9/16/2016 - 6/5/2017
7130	6/6/2017 - 6/5/2018
7131AA	6/6/2017 - 6/5/2018
7131AB	1/26/2018 - 6/5/2018
7140	6/6/2018 - 10/12/2018
7141AA	6/6/2018 - 10/12/2018
7141AB	7/16/2018 - 10/12/2018
7210	1/6/2015 - 9/30/2015
9110	6/6/2015 - 6/5/2016
9120	6/6/2016 - 6/5/2017
9121AA	6/6/2016 - 6/5/2017
9121AB	9/16/2016 - 6/5/2017
9130	6/6/2017 - 6/5/2018
9131AA	6/6/2017 - 6/5/2018
9131AB	1/26/2018 - 6/5/2018
9140	6/6/2018 - 10/12/2018
9141AA	6/6/2018 - 10/12/2018
9141AB	7/16/2018 - 10/12/2018
9210	1/6/2015 - 9/30/2015

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

CLIN	Funding Type	Base or Option #	Performance Period
4100 & 6100	SCC	Base	06/06/14 - 06/05/15
4200 & 6200	CIP	Option 1	07/09/14 - 9/30/14
7110 & 9110	SCC	Option 2	06/06/15 - 06/05/16
7210 & 9210	CIP	Option 3	01/06/15 - 9/30/15
7120 & 9120	SCC	Option 4	06/06/16 - 06/05/17
7220 & 9220	CIP	Option 5	10/1/15 - 9/30/16*

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 32 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7130 & 9130	SCC	Option 6	06/06/17 - 06/05/18
7230 & 9230	CIP	Option 7	10/1/16 - 06/05/17*
7140 & 9140	SCC	Option 8	06/06/18-10/12/18

*** If option is exercised.**

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

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

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

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at Government owned facilities 95% of the time (primarily NUWC DIVNPT) at the Contractor's facility (5% of the time) or other locations, as required by the statement of work. The following are anticipated travel locations: WASHINGTON, DC; WEST PALM, FL; KEYPORT, WA; TUSCON, AZ; ANAHEIM, CA; HI and AUTECH.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 33 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

NOTE TO THE PAYMENT OFFICE (JAN 2012) DFARS PGI 204.7108 (d)(12) Other.

(a) The award document includes Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the SubCLIN (SLIN) level. Accounting for expenditures and invoicing at the SLIN level is required.

(b) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable, and it is critical that the Paying Office pay in accordance with the accounting classification reference numbers (ACRNs) and SLINs noted on the contractor's invoices. To do otherwise, could result in a misappropriation of funds.

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at

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

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

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

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

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

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

Cost Type

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

N/A

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 34 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N66604
Admin DoDAAC	S0701A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N66604
Service Acceptor (DoDAAC)	N66604
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA627
Other DoDAAC(s)	N/A

(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.

louis.a.reid@navy.mil

(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.

Jerry Palmer at (401)832-4964 or gerard.palmer@navy.mil

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 35 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUNE 2012)

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

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

(c) The Contracting Officer is:

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 36 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

[REDACTED]

(d) The Task Order Negotiator is:

[REDACTED]

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

[REDACTED]

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

[REDACTED]

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

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

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

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

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

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

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

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

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

[REDACTED]

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

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

Accounting Data

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

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

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

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

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED] A10002340527

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

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

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

[REDACTED]
[REDACTED]

[REDACTED]

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

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

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

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

[REDACTED]
[REDACTED]

[REDACTED]

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

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

[REDACTED]
[REDACTED]

[REDACTED]

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

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

[REDACTED]
[REDACTED]

[REDACTED]

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

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

[REDACTED]
[REDACTED]

[REDACTED]

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

[REDACTED]
[REDACTED]

[REDACTED]

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

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

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

[REDACTED]
[REDACTED]

[REDACTED]

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

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

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

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

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

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

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

[REDACTED]
[REDACTED]

[REDACTED]

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

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

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

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

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

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

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

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

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

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

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

[REDACTED]
[REDACTED]

[REDACTED]

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

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

[REDACTED]
[REDACTED]

[REDACTED]

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

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

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

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 42 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

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

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **249,000** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

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

- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended evenly over the period of performance. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 43 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 44 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(k) Below is a break down of the level of effort:

CLIN	Funding Type	Base or Option #	Hours Contractor Site	Hours Government Site	Total Hours
4100	SCC	Base	3,250	61,741	64,991
7110	SCC	Option 2	3,751	67,853	71,424
7120	SCC	Option 4	3,750	71,250	75,000
7130	SCC	Option 6	679	12,906	13,585
4200	CIP	Option 1	267	5,066	5,333
7210	CIP	Option 3	400	7,600	8,000
7220	CIP	Option 5	400	7,600	8,000
7230	CIP	Option 7	133	2,534	2,667
Total of all CLINs:			12,450	236,550	249,000

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

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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

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

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

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

SLIN	ESTIMATED ALLOTTED TO COST	ESTIMATED ALLOTTED TO FEE	TOTAL AMOUNT ALLOTTED	ESTIMATED PERIOD OF PERFORMANCE
410001	\$932,314.00	\$67,686.00	\$1,000,000.00	Award - 9/30/2014
610001	\$2,500,000.00	\$0.00	\$2,500,000.00	Award - 9/30/2014

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 45 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

420001	\$55,722.89	\$4,402.11	\$60,125.00	Mod 3 - 9/30/2014
620001	\$68,800.00		\$68,000.00	Mod 3 - 9/30/2014
410002	\$1,836,658.59	\$133,341.41	\$1,970,000.00	Mod 5 - 6/05/2015
610002	\$500,000.00	\$0.00	\$500,000.00	Mod 5 - 6/05/2015
721001	\$64,874.89	\$5,125.11	\$70,000.00	Mod 6 - 9/30/2015
921001	\$25,000.00	\$0.00	\$25,000.00	Mod 6 - 9/30/2015
410003	\$466,157.00	\$33,843.00	\$500,000.00	Mod 7 - 6/05/2015
410004	\$371,133.69	\$26,944.31	\$398,078.00	Mod 8 - 6/05/2015
610003	\$65,000.00	\$0.00	\$65,000.00	Mod 8 - 6/05/2015
711001	\$2,796,942.01	\$203,057.99	\$3,000,000.00	6/6/2015 - 6/5/2016
911001	\$2,728,000.00	\$0.00	\$2,728,000.00	6/6/2015 - 6/5/2016
711002	\$559,388.40	\$40,611.60	\$600,000.00	Mod 10 - 06/05/16
911002	\$2,000,000.00	\$0.00	\$2,000,000.00	Mod 10 - 06/05/16
711003	\$641,468.39	46,570.61	\$688,039.00	Mod 11 - 06/05/16
410003			(\$194,829.00)	Deob in Mod 17
410004			(\$398,078.00)	Deob in Mod 17
711003			(\$621,933.00)	Deob in Mod 17
911002			(\$2,000,000.00)	Deob in Mod 17

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The following CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20): 7121AA, 9121AA, 7121AB, 9121AB, 7131AA, 9131AA, 7131AB, 9131AB, 7141AA, 9141AA, 7141AB, and 9141AB.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed.

Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 46 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SAIC

Engineer, Systems III - S. Veitch
 Engineer, Computer II - M. Gillette
 Engineer, Electrical II - W. Silvia
 Engineer, Electrical III - R. Menard
 Engineer III - R. Borgeson
 Engineer, Acoustical III - R. Hayford
 Analyst, Management II - E. Wilson
 Engineer, Electrical II - M. Morin
 Manager, Program/Project - K. Pazera

(Subcontractor)

(Sonalyst) Analyst, Management III, Leon Henry
 (ASC) Computer Engineer III - Harry Watson
 (Excellis) Analyst, Management III - Steve Susko

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

5252.245-9102 GOVERNMENT FACILITIES ON A RENT-FREE NONINTERFERENCE BASIS (SEP 1990)

The price or estimated amount (including fee), as applicable, for the performance of this contract is predicated upon rent-free use on a non-interference basis of the facilities in the possession of the Contractor accountable under Contract N00178-04-D-4119-N433.

5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-REIMBURSEMENT) COST TYPE (SEP 2009)

(a) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 47 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES

Code 822 Modeling & Simulation Laboratory, Bldg 1346, Room 407I;
AUV and UUV Lines, Bldg 1371/1

(c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

*(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

ADDITIONAL ITEMS OF FACILITIES - NONE

Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved.

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

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

5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s) _N00178-04-D-4119-N433. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

H81X TRAVEL RESPONSIBILITIES (OCT 2011)

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at (<http://www.defensetravel.dod.mil/Docs/CarRentalAgreement.pdf>) the

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 48 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below

Wage Determination #: 2015-4089 Revision: 8, Dated 07/03/2018 Area: Rhode Island, Statewide

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

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

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows

1. Were these services previously performed at this locality under an SCA-Covered contract? Yes
2. Are any of the employees performing work subject to a CBA? No
3. Are the contract services to be performed listed below as Non-Standard Services? No
4. Were these services previously performed under an SCA wage determination that ends in an even number?
Example: 1994-2104; or 1994-2114. No

The site will provide the appropriate WD.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 49 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

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

- 52.204-2 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-7 System for Award Management (JUL 2013)
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)
- 52.204-19 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)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)
- 52.215-22 Limitations on Pass-Through Charges-Identification of Subcontract Effort
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
- 52.219-8 Utilization of Small Business Concerns (JUL 2013)
- 52.219-9 -- Small Business Subcontracting Plan (JUL 2013)
- 52.222-50 - Combatting Trafficking in Persons (MAR 2015)
- 52.222-3 Convict Labor (JUN 2003) 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)
- 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-54 Employment Eligibility Verification (JAN 2009)
- 52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)
- 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (SEP 2010)
- 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (SEP 2010)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)52.227-3 PATENT INDEMNITY (APR 1984)
- 52.230-1 Cost Accounting Standards Notices and Certification (OCT 2008)
- 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)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (JUL 2013)
- 52.245-1 Government Property (APR 2012)
- 52.245-9 Use and Charges (APR 2012)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 50 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- 52.246-23 Limitation of Liability (FEB 1997)
- 52.246-25 Limitation of Liability-Services (FEB 1997)
- 52.251-1 Government Supply Sources (AUG 2010)
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
- 252.203-7002 Requirements to Inform Employees of Whistleblower Rights (SEP 2013)
- 252.203-7003 Control of Government Work Product (APR 1992)
- 252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)
- 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)
- 252.211-7007 Reporting of Government-Furnished Property (AUG 2012)
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)
- 252.227-7017 Identification and Assertion of Use, Release or Disclosure
- 252.231-7000 Supplemental Cost Principles (DEC 1991)
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
- 252.225-7018 NOTICE OF PROHIBITION OF CERTAIN CONTRACTS WITH FOREIGN ENTITIES FOR THE CONDUCT OF BALLISTIC MISSILE DEFENSE RESEARCH, DEVELOPMENT, TEST, AND EVALUATION (JUN 2005)
- 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (MAR 2011)
- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAR 2011)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
- 252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (FEB 2014)
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE (JUN 1995)
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION WITH RESTRICTIVE LEGENDS (MAR 2011)
- 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)
- 252.235-7011 Final Scientific or Technical Report (NOV 2004)
- 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (FEB 2011)
- 252.245-7002 Reporting Loss of Government Property (FEB 2011)
- 252.245-7003 Contractor Property Management System Administration (APR 2012)
- 252.245-7004 Reporting, Reutilization, and Disposal (APR 2012)
- 252.246-7000 Material Inspection and Receiving Report (MAR 2008)
- 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

The following Clauses are incorporated by Full Text:

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 51 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

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

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

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

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

52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA VARIATION)(SEP 2009)

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

Option #	CLIN	Fund Type	Exercise Date - No Later Than
1	4200 & 6200	CIP	06/06/2014
2	7110 & 9110	SCC	06/06/2015
3	7210 & 9210	CIP	10/1/2014
4	7120 & 9120	SCC	06/06/2016
5	7220 & 9220	CIP	10/1/2015
6	7130 & 9130	SCC	06/06/2017
7	7230 & 9230	CIP	10/1/2016

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, but excluding the exercise of any option under Clause 52.217-8 "Option to Extend Services", shall not exceed three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

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

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 52 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

52.244-2 Subcontracts (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts: Any new subcontracts not approved in the original task order award.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate 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 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 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 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.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 53 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

American Systems Corporation
Peraton, Inc.
General Dynamics Information Technology, Inc.
Lockheed Martin Maritime Systems and Sensors
McLaughlin Research Corporation
Rite Solutions
Systems Engineering Associates Corporation
Sonalysts
Tele-Consultants Inc.
Woods Hole Oceanographic Institution

52.246-24 LIMITATION OF LIABILITY - HIGH VALUE ITEMS (FEB 1997)

(a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that --

- (1) Occurs after Government acceptance of the supplies delivered under this contract; and
- (2) Results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of --

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(d)

- (1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.
- (2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer --
 - (i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred;
 - (ii) Provide other equitable relief.

(e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover --

- (1) Warranty of technical data;

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 54 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(2) Ground and flight risks or aircraft flight risks; or

(3) Government property.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <https://acquisition.gov/far/>

252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)

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

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

“Concatenated unique item identifier” means—

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

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

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

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

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

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

“Government’s unit acquisition cost” means—

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 55 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

(c) *Unique item identifier.*

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

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

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

Contract Line, Subline, or

Exhibit Line Item Number Item Description

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

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

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

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

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15434, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.1-1996 Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15434, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.1-1996 Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the ANSI MH 10.8.1-1996 Support Data Dictionary; and

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

(4) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

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

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

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

(ii) The issuing agency code—

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 56 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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

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

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

252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010)

(a) *Definitions*. As used in this clause—*Government-assigned serial number* means a combination of letters or numerals in a fixed human-readable information format (text) conveying information about a major end item, which is provided to a contractor by the requiring activity with accompanying technical data instructions for marking the Government-assigned serial number on major end items to be delivered to the Government.

Major end item means a final combination of component parts and/or materials which is ready for its intended use and of such importance to operational readiness that review and control of inventory management functions (procurement, distribution, maintenance, disposal, and asset reporting) is required at all levels of life cycle management. Major end items include aircraft; ships; boats; motorized wheeled, tracked, and towed vehicles for use on highway or rough terrain; weapon and missile end items; ammunition; and sets, assemblies, or end items having a major end item as a component.

Unique item identifier (UII) means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD-recognized unique identification equivalent.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 57 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (b) The Contractor shall mark the Government-assigned serial numbers on those major end items as specified by line item in the Schedule, in accordance with the technical instructions for the placement and method of application identified in the terms and conditions of the contract.
- (c) The Contractor shall register the Government-assigned serial number along with the major end item's UII at the time of delivery in accordance with the provisions of the clause at DFARS 252.211-7003(d).
- (d) The Contractor shall establish the UII for major end items for use throughout the life of the major end item. The Contractor may elect, but is not required, to use the Government-assigned serial number to construct the UII.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-N433	AMENDMENT/MODIFICATION NO. 26	PAGE 58 of 58	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Exhibit A - DD1423 Contract Data Requirements List (with Addendum)

Attachment 1 - DD Form 254 - Contract Security Classification Specification, Revision No. 5, dated 20180924

Attachment 2 - Reserved

Attachment 3 - Government Property Made Available Form (GFP)

Attachment 4 - Quality Assurance Surveillance Plan (QASP)