

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 52. AMENDMENT/MODIFICATION NO.
P000013. EFFECTIVE DATE
19-Apr-20184. REQUISITION/PURCHASE REQ. NO.
1300697381-9905. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N66604

7. ADMINISTERED BY (If other than Item 6)

CODE

S2206A

NUWC, NEWPORT DIVISION
1176 Howell Street, Building 1258
Newport RI 02841-1708
carolyn.gillman@navy.mil 401-832-8444

DCMA BOSTON
495 SUMMER STREET
BOSTON MA 02210-2138

SCD: C

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

Systems Engineering Associates
62 Johnny Cake Hill
Middletown RI 02842-5639

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4122 / N6660418F3010

10B. DATED (SEE ITEM 13)

09-Mar-2018

CAGE CODE
2V276

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.

[X]

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: FAR 43.103(a); Bilateral

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)

Andrew C Nagelhout, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

19-Apr-2018

BY /s/Andrew C Nagelhout

19-Apr-2018

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

GENERAL INFORMATION

GENERAL INFORMATION

DISTRIBUTION: KR, 0121, DFAS-HQ0338, 15/ M. Snyder, 1555/ R. Olivieri

FSC: R425

NUWCDIVNPT Control Number: 181853

NUWCDIVNPT Requisition Number(s): 1300697381-990

NUWCDIVNPT Point of Contact: Carolyn Gillman (Telephone: (401) 832-8444; Email: carolyn.gillman@navy.mil)

The following updates are made to Task Order N00178-04-D-4122, N66604-18-F-3010:

SECTION B –

1. Pricing structure is revised to align with the pricing as proposed in the Final Proposal Revision (FPR), dated September 20, 2017.

The below tables identify pricing as corrected in this modification:

FROM:

		LH	Cost	Fee	CPFF
7100	Base Yr	████████	████████	████████	████████
7200	Option 1	████████	████████	████████	████████
7300	Option 2	████████	████████	████████	████████
7400	Option 3	████████	████████	████████	████████
7500	Option 4	████████	████████	████████	████████
		████████	████████	████████	████████

BY:

		LH	Cost	Fee	CPFF
7100	Base Yr	-	█ ██████████	█ ██████████	█ ██████████
7200	Option 1	-	█ ██████████	█ ██████████	█ ██████████
7300	Option 2	-	█ ██████████	█ ██████████	█ ██████████
7400	Option 3	-	█ ██████████	█ ██████████	█ ██████████
7500	Option 4	-	█ ██████████	█ ██████████	█ ██████████
			█ ██████████	██████████	█ ██████████

TO:

		LH	Cost	Fee	CPFF
7100	BASE YR	████████	████████	████████	████████
7200	OPTION 1	████████	████████	████████	████████
7300	OPTION 2	████████	████████	████████	████████
7400	OPTION 3	████████	████████	████████	████████

7500	OPTION 4				

FROM:

		Lot	Travel	ODCs	G&A	Material	M&H	Total
9100	BASE Yr	1						
9200	OPT 1	1						
9300	OPT 2	1						
9400	OPT 3	1						
9500	OPT 4	1						

BY:

		Lot	Travel	ODCs	G&A	Material	M&H	Total
9100	BASE Yr	1						
9200	OPT 1	1						
9300	OPT 2	1						
9400	OPT 3	1						
9500	OPT 4	1						

TO:

		Lot	Travel	ODCs	G&A	Material	M&H	Total
9100	BASE Yr	1						
9200	OPT 1	1						
9300	OPT 2	1						
9400	OPT 3	1						
9500	OPT 4	1						

FROM:

CLIN	LH	FFP
8100		
8101		
8200		
8201		
8300		
8301		
8400		
8401		
8500		
8501		
	Total FFP	

BY:

CLIN	LH	FFP
8100	█	█
8101	█	█
8200	█	█
8201	█	█
8300	█	█
8301	█	█
8400	█	█
8401	█	█
8500	█	█
8501	█	█
		█

TO:

CLIN	LH	FFP
8100	█	█
8101	█	█
8200	█	█
8201	█	█
8300	█	█
8301	█	█
8400	█	█
8401	█	█
8500	█	█
8501	█	█
	Total FFP	█

- The Section B Fee Table is corrected to include CLINs 7100-7500 and revised to align with the pricing as proposed in the Final Proposal Revision (FPR), dated September 20, 2017.

FEE TABLE (JUL 2012)

Labor CLIN	Labor Hours	Estimated Cost	Fixed Fee	Total	Fee Rate Per Hour	Fee Percentage
7100	█	█	█	█	█	█
7200	█	█	█	█	█	█
7300	█	█	█	█	█	█
7400	█	█	█	█	█	█
7500	█	█	█	█	█	█

SECTION C –

- Award update from C16S COST AND PERFORMANCE REPORTING (NOV 2011) to UW

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 5 of 5	FINAL
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C-2-0001 COST AND PERFORMANCE REPORTING (MAR 2017) is deleted. Clause C16S is maintained.

2. The following note is added to C16S COST AND PERFORMANCE REPORTING (NOV 2011) "NOTE: THIS CLAUSE IS APPLICABLE ONLY TO 7000 AND 9000 SERIES CLINS."

SECTION D –

1. Clause "HQ D-2-0006 MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)" is added.

1a. "Note: The guidance in clause HQ D-2-0006, MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) is applicable to the marking and packing of any commercial items." is added.

2. Clause "HQ D-2-0006 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (APR 2015)" is added.

2a. "Note: The guidance in clause HQ D-2-0007, MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (APR 2015), is applicable to the marking and packing of any non-commercial items." is added.

SECTION F –

The Period of Performance of the following line items is updated:

CLIN/SLIN	To
OPTION 8100	3/9/2018 - 9/9/2018
OPTION 8101	9/10/2018 - 3/10/2019
OPTION 8200	3/11/2019 - 9/11/2019
OPTION 8201	9/12/2019 - 3/12/2020
OPTION 8300	3/13/2020 - 9/13/2020
OPTION 8301	9/14/2020 - 3/14/2021
OPTION 8400	3/15/2021 - 9/15/2021
OPTION 8401	9/16/2021 - 3/16/2022
OPTION 8500	3/17/2022 - 9/17/2022
OPTION 8501	9/18/2022 - 3/18/2023
OPTION 9200	3/9/2019 - 3/8/2020
OPTION 9300	3/9/2020 - 3/8/2021
OPTION 9400	3/9/2021 - 3/8/2022
OPTION 9500	3/9/2022 - 3/8/2023

SECTION J –

1. Exhibit "A" - DD Form 1423, Contract Data Requirements Lists (CDRLs) and Addendum are updated to reflect award specific information.

All other Task Order terms and conditions remain unchanged.

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

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	BASE LABOR (OMN, SCN, OPN, RDTE, RDDA, OH, SCC, WCF, FMS, SPDP, Office of Homeland Defense - Coast Guard (OGVT)) (O&MN,N)	██████	█	██████████	██████████	██████████
7101							██████████
7101AA	R425	AA ██████████ (FY of Funds: 2018, Type of Money: OMN, Customer: SURFPAC CNSP N7 USW, Sponsor: SURFPAC, TI-001, Rev. 0) (O&MN,N)	██████	█	██████████	██████████	██████████
7200	R425	OPTION 3 LABOR (OMN, SCN, OPN, RDTE, RDDA, OH, SCC, WCF, FMS, SPDP, Office of Homeland Defense - Coast Guard (OGVT)) (Fund Type - TBD) Option	██████	█	██████████	██████████	██████████
7300	R425	OPTION 6 LABOR (OMN, SCN, OPN, RDTE, RDDA, OH, SCC, WCF, FMS, SPDP, Office of Homeland Defense - Coast Guard (OGVT)) (Fund Type - TBD) Option	██████	█	██████████	██████████	██████████
7400	R425	OPTION 9 LABOR (OMN, SCN, OPN, RDTE, RDDA, OH, SCC, WCF, FMS, SPDP, Office of Homeland Defense - Coast Guard (OGVT)) (Fund Type - TBD) Option	██████	█	██████████	██████████	██████████
7500	R425	OPTION 12 BASE LABOR (OMN, SCN, OPN, RDTE, RDDA, OH, SCC, WCF, FMS, SPDP, Office of Homeland Defense - Coast Guard (OGVT)) (Fund Type - TBD) Option	██████	█	██████████	██████████	██████████

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		Data IAW Contract Data Requirements List (CDRL)	█	█			█

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		SERVICES IAW SOW TASK 4.1.8				█
8100	R425	OPTION 1 (OMN) (O&MN,N) Option	█	█	█	█
8101	R425	OPTION 2 (OMN) (O&MN,N) Option	█	█	█	█
8200	R425	OPTION 4 (OMN) (O&MN,N) Option	█	█	█	█
8201	R425	OPTION 5 (OMN) (O&MN,N) Option	█	█	█	█
8300	R425	OPTION 7 (OMN) (O&MN,N) Option	█	█	█	█
8301	R425	OPTION 8 (OMN) (O&MN,N) Option	█	█	█	█
8400	R425	OPTION 10 (OMN) (O&MN,N) Option	█	█	█	█
8401	R425	OPTION 11 (OMN) (O&MN,N) Option	█	█	█	█
8500	R425	OPTION 13 (OMN) (O&MN,N) Option	█	█	█	█
8501	R425	OPTION 14 (OMN) (O&MN,N) Option	█	█	█	█

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R425	ODC in support of CLIN 7100 (Fund Type - TBD)	█	█	█
9101					█
9101AA	R425	AA █ (FY of Funds: 2018, Type of Money: OMN, Customer: SURFPAC CNSP N7 USW, Sponsor: SURFPAC, TI-001, Rev. 0) (O&MN,N)	█	█	█
9200	R425	ODC in support of CLIN 7200 (Fund Type - TBD) Option	█	█	█
9300	R425	ODC in support of CLIN 7300 (Fund Type - TBD)	█	█	█

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9400	R425	ODC in support of CLIN 7400 (Fund Type - TBD)	█	█	█
		Option			
9500	R425	ODC in support of CLIN 7500 (Fund Type - TBD)	█	█	█
		Option			

FEE TABLE (JUL 2012)

Labor CLIN	Labor Hours	Estimated Cost	Fixed Fee	Total	Fee Rate Per Hour	Fee Percentage
7100	█	█	█	█	█	█
7200	█	█	█	█	█	█
7300	█	█	█	█	█	█
7400	█	█	█	█	█	█
7500	█	█	█	█	█	█

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

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

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

HQ B-2-0010 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.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 4 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

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

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

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

HQ B-2-0021X CONTRACT SUMMARY FOR PAYMENT OFFICE

This task order contains both cost type (7000 and 9000) CLINs and Firm Fixed Price (8000) CLINs.

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 5 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK – TRAINING, TRAINERS AND HUMAN FACTORS ENGINEERING

1.0 BACKGROUND

The Sensors and SONAR Systems Department, Code 15, of the Naval Undersea Warfare Center (NUWC) Division Newport is responsible for a full spectrum of engineering and research efforts pertaining to Sensors, SONAR, Undersea Warfare and Autonomous Vehicles. Code 15 is involved in every aspect and every phase of the engineering life cycle as it applies to sensors and SONAR systems. Platforms include submarines, surface ships, aviation, surveillance, autonomous vehicles, distributed networks and irregular warfare.

The products and capabilities Code 15 is involved in include:

- Active and Passive Acoustic Systems
- Environmental Acoustic Technology and Systems
- Hull-Mounted, Fixed and Towed SONAR Systems
- Off-Board Sensors and SONAR Systems, Including Distributed Systems
- Human Factors Engineering
- SONAR Trainer Systems, Training, Readiness and Operator Proficiency
- Transducers and Sonobuoys Materials, Measurements and Standards
- Underwater Acoustic Communications Systems
- Underwater Non-Acoustic and Environmental Sensors
- Autonomous Vehicle Sensors and SONAR Systems

2.0 SCOPE

Contract services are being sought to develop and upgrade operational guidelines, perform warfighter performance assessments, conduct trade-off analysis, develop training material, provide instruction, develop trainers, conduct training technology assessments, develop human factors engineering documents and provide training reconstruction & analysis services necessary to support the systems outlined in Section 2.1.

2.1 Applicable Systems

2.1.1 Acoustic and Non-Acoustic Sensors, Arrays and Transducers

2.1.2 Airborne Laser Mine Detection System (ALMDS)

2.1.3 Airborne Mine Neutralization System (AMNS)

2.1.4 AN/AQS-24A Mine-Hunting SONAR System

2.1.5 AN/ASQ-235 Hull SONAR System

2.1.6 AN/BQQ-10 SONAR System

2.1.7 AN/BQQ-5 SONAR System

2.1.8 AN/BQQ-6 SONAR System

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 6 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

- 2.1.9 AN/BSY-1 SONAR System**
- 2.1.10 AN/BSY-2 Acoustic Sub-System**
- 2.1.11 AN/SQQ-28 SONAR Signal Processing Set**
- 2.1.12 AN/SQQ-89 SONAR System**
- 2.1.13 AN/SQQ-90 SONAR System**
- 2.1.14 AN/SQR-20 Towed Array SONAR System**
- 2.1.15 AN/SQS-53 SONAR System**
- 2.1.16 AN/SQS-60 Mid Frequency Hull Mounted SONAR System**
- 2.1.17 AN/SQS-61 High Frequency Hull Mounted SONAR System**
- 2.1.18 AN/SQS-62 Variable Depth SONAR System**
- 2.1.19 AN/UQN-4A Depth Sounder SONAR System**
- 2.1.20 AN/WQC-2/2A Underwater Telephone SONAR System**
- 2.1.21 Underwater Telephone (UWT)**
- 2.1.22 AN/WQC-6 Communication SONAR System**
- 2.1.23 AN/UQN-4A SONAR System**
- 2.1.24 AN/WQC-2/2A SONAR System**
- 2.1.25 AN/BQN-17A Depth Sounder SONAR System**
- 2.1.26 Cluster Systems**
- 2.1.27 Fiber optic sensing systems**
- 2.1.28 Foreign Military Sales (FMS) SONAR and Systems**
- 2.1.29 Hydro Acoustic Information Link System (HAIL)**
- 2.1.30 Knudsen 320N Echo Sounder System**
- 2.1.31 Large Aperture Bow LAB SONAR System**
- 2.1.32 Learning Management Systems**
- 2.1.33 Light Weight Wide Aperture Array SONAR System (LWWAA)**
- 2.1.34 Littoral Combat Ship SONAR System**
- 2.1.35 Low Cost Conformal Array SONAR System**
- 2.1.36 Maritime Surveillance Systems**
- 2.1.37 SEAFOX Air/Surface System**
- 2.1.38 SONAR Towed Array Handling Systems**

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 7 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

- 2.1.39 SQR-19 Series Towed Array SONAR System**
- 2.1.40 SSBN SONAR System**
- 2.1.41 Submarine Acoustic Information System (SAIS)**
- 2.1.42 Tactical Decision Aids**
- 2.1.43 TB-XX Series Towed Array SONAR Systems**
- 2.1.44 Multifunction Towed Array SONAR Systems**
- 2.1.45 Thin Line Towed Array SONAR Systems**
- 2.1.46 Trident Range Acoustic Communication Systems (TRACS)**
- 2.1.47 Unmanned or Autonomous Surface Vehicles (USVs)**
- 2.1.48 Unmanned or Autonomous Undersea Vehicles (UUVs)**
- 2.1.49 Virginia Large Flank Array SONAR System**
- 2.1.50 Wide Aperture Array SONAR System (WAA)**

- 2.2 Applicable Sponsors**
- 2.2.1 Arctic Submarine Laboratory (ASL)**
- 2.2.2 Army, Research & Development**
- 2.2.3 DARPA, Defense Advanced Research Projects Agency**
- 2.2.4 FMS, Foreign Military Sales Program Office**
- 2.2.5 IWS 5, Integrated Warfare Systems**
- 2.2.6 IWS 8, Integrated Combat Systems**
- 2.2.7 IWS 9, DDG 1000; LCS; USCG; PC**
- 2.2.8 ONI, Office of Naval Intelligence**
- 2.2.9 OSD, Office of Secretary of Defense**
- 2.2.10 ONR, Office of Naval Research**
- 2.2.11 PMS 339, Surface Training Systems**
- 2.2.12 PMS 392, Strategic and Attack Submarines**
- 2.2.13 PMS 397, OHIO Replacement Class Submarine**
- 2.2.14 PMS 401, Submarine Acoustic Systems**
- 2.2.15 PMS 406, Unmanned Maritime Systems**
- 2.2.16 PMS 415, Undersea Defensive Warfare Systems**

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 8 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

2.2.17 PMS 420, LCS Mission Modules

2.2.18 PMS 450, VIRGINIA Class

2.2.19 PMS 485, Maritime Surveillance Systems

2.2.20 PMS 495, Mine Warfare

2.2.21 PMS 500, DDG 1000 Zumwalt Class Destroyer

2.2.22 PMS 501, LCS Platform

2.2.23 United States Navy (USN) Fleet Forces

2.2.24 SEA07TR, Training Systems Division

2.2.25 Strategic Systems Programs (SSP)

2.2.26 Submarine Learning Center (SLC)

2.2.27 Submarine Onboard Office (SOBT)

2.2.28 Office of Homeland Security & Coast Guard

2.3 Applicable NUWCDIVNPT Departments

This contract is applicable to the Sensors and SONAR Department, Code 15, of the Naval Undersea Warfare Center Division Newport, RI.

2.4 Funding Types

Funding types to be used under this contract include:

- Operation and Maintenance, Navy (O&MN)
- Shipbuilding and Conversion, Navy (SCN)
- Other Procurement, Navy (OPN)
- Research, Development, Test & Evaluation, Navy (RDT&EN)
- Research, Development, Test & Evaluation, Defense Agencies (RDDA)
- Foreign Military Sales (FMS)
- NUWCDIVNPT Overhead
- NUWCDIVNPT SCC
- Navy Working Capital Funds – (other than NUWCDIVNPT)
- Special Deposits (SPDP)
- Office of Homeland Defense – Coast Guard (OGVT)

3.0 APPLICABLE DOD/MIL STANDARD SPECIFICATION DOCUMENTS

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 9 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

The latest version of the following government documents are provided as directives for performing the work required under this statement of work.

	Document Name	Applicable SOW Tasks
3.1	DOD 5200.01 Vol 3 DoD Information Security Program: Protection of Classified Information	All Sections
3.2	NUWC DIVNPT INST 5000.7B Policy for Systems Engineering	All Sections
3.3	OPNAVINST 5510.1H Department of the Navy Information Security Program Regulation	All Sections
3.4	NUWC DIVNPT Surface ASW Combat Systems Operating Guidelines Style Guide	4.1.1, 4.2.2, 4.1.7
3.5	NETC Course Development, Revision, and Modification End-to-End (E2E) Process Standard Operating Procedures (SOP)	4.1.2, 4.2.2, 4.2.2, 4.1.4, 4.1.7, 4.3
3.6	IEEE Standard 12207-2008 Systems and Software Engineering, Software life cycle processes	4.1.2, 4.1.4, 4.1.5, 4.1.6, 4.1.8, 4.4.1, 4.4.4, 4.5.1, 4.6.3, 4.6.4,
3.7	DoD Instruction 5000.61, DoD Modeling and Simulation (M&S) Verification, Validation, and Accreditation (VV&A)	4.1.5, 4.4.3, 4.4.4, 4.5.3, 4.6.3
3.8	ANSI/HFES 100 - Human Factors Engineering of Computer Workstations	4.2.1, 4.5.1
3.9	ANSI/HFES 200 - Human Factors Engineering of Software User Interfaces	4.2.1, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.5.1
3.10	COMUSFLTFORCOM/COMPACFLT INSTRUCTION 6320.3B Medical Screening For U.S. Government Civilian Employees, contractor Employees, Guests And Visitors Prior To Embarking Fleet Units	4.3, 4.1.6, 4.5.2
3.11	DOD 8570.01M Appendix 3 – Information Assurance	4.5.1
3.12	NAVY Instruction SP800-126 – Information Assurance	4.5.1

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 10 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

3.13	DoD Instruction 5200.39, Critical Program Information (CPI) Protection Within the Department of Defense	4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.1.10
3.14	DoD Instruction 8410.03, Network Management (NM)	4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.5.1
3.15	DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT)	4.4.1, 4.4.2, 4.4.3, 4.4.4
3.16	DoD Test and Evaluation Management Guide, 6th Edition	4.5.2, 4.5.3
3.17	OPNAVINST 6420.1A Physical Requirements for Non-Submarine Personnel Embarked on Submarines, 26 April 2012	4.5.2
3.18	NAVSEAINST 4720.14D, Temporary Alterations to Active Fleet Submarines, 5 March 2004	4.6.1, 4.6.2
3.19	NAVSEA Technical Specification 9090-310 Alterations to Ships Accomplished by Alteration Installation Teams	4.6.1, 4.6.2
3.20	NAVSEA S9070-AA-MME-010/SSN/SSBN Technical Requirements Manual for Temporary Submarine Alterations	4.6.1, 4.6.2
3.21	NUWC DIVNPTINST 9700.1F OPALT/TEMPALT Installation Guide (Submarines)	4.6.1, 4.6.2
3.22	NUWC DIVNPTINST 9700.2C SHIPALT Manual	4.6.1, 4.6.2
3.23	DoD Instruction 5134.17, Deputy Assistant Secretary of Defense for Developmental Test and Evaluation (DASD(DT&E))	4.1.6, 4.4.3, 4.5.3, 4.5.4
3.24	MIL-HDBK-61A CONFIGURATION MANAGEMENT GUIDANCE (07 FEB 2001)	All Sections

4.0 TASK DESCRIPTION

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 11 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

The contractor shall perform the tasks in section 4.0 in accordance with Technical Instructions (TIs) and Applicable Documents (Section 3.0) using Government Furnished Information (Section 6.0) for the systems identified in section 2.1. The contractor shall prepare a Software Development Plan for Government review and concurrence for computer software developed and maintained. The contractor shall identify any changes, modifications, additions or substitutions to the SDP and upon Government concurrence update the SDP for the specific computer software. The Software Development Plan shall be delivered in accordance with CDRL A008.

4.1 TRAINING DOCUMENTATION DEVELOPMENT

4.1.1 Operating Guidelines

The contractor shall develop or update Operating Guidelines for Undersea Warfare (USW), Anti-Submarine Warfare (ASW) and SONAR systems. The Operating Guidelines are derived from associated system specifications, technical operation manuals, Naval Warfare Publications, (NWP), Defense Scientific and Technical (DST) Publications, Fleet Exercise Publications (FXPs), Allied Tactical Publications (ATPs), Naval Technical Intelligence Center (NTIC) Publications, Class Combat Systems Doctrines and existing Operating Guidelines. The contractor shall deliver updated or new operating guidelines in accordance with CDRL A001.

4.1.2 Training Material

The contractor shall develop or update training material for Undersea Warfare (USW), Anti-Submarine Warfare (ASW) and SONAR systems. Training material shall include slides for lectures, instructor guides, student guides, laboratory guides, lesson plans, worksheets, workshop exercises, surveys, evaluation materials (student and instructor), Computer-Aided Instruction (CAI), video tape, film, digital media and software programs designed for instructional purposes. The contractor shall deliver training material in accordance with CDRL A002.

4.1.3 Training Plans

The contractor shall prepare training plans which include background, training concept, program overviews, required types of training material and training milestones. The contractor shall deliver training plans in accordance with CDRL A002.

4.1.4 Training Exercise Scenarios

The contractor shall develop training exercise scenarios. Exercise scenarios shall contain a purpose, scenario description, training objectives, requirements, procedures, and relative motion or geographic plots for each exercise. The contractor shall deliver training exercise scenarios in accordance with CDRL A002.

4.1.5 Training Systems Test Plans & Procedures

The contractor shall develop test plans and procedures to facilitate the test & evaluation of training systems at shipyards, on maritime test vessels, on submarine, aviation and surface ship naval platforms, aboard ships during sea tests, at trainer sites, at System Maintenance Facilities and at Combat System Integration Sites (CSIS). The contractor shall include test objectives, performance metrics, platform requirements, personnel requirements, platform geometries, equipment location options, timeline recommendations, environmental impact constraints, resource definitions, data recording and logging requirements, test director guides, personnel & equipment safety, human factors engineering, security restrictions, information assurance/cyber security restrictions and training requirements in the test plans and procedures. The contractor shall deliver test plans and procedures in accordance with CDRL A003.

4.1.6 Data Collection and Analysis

The contractor shall collect, process and analyze training and tactical data in order to assess operator and team performance. The contractor shall assess compliance with training requirements as outlined in the test objectives, test metrics, measurement plans, maintenance plans, key performance parameters, key system attributes and the program's Capabilities Description Document (CDD) as detailed in the Government approved test plans. The

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 12 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

contractor shall deliver data analysis in accordance with CDRL A004.

4.1.7 Training Approaches

The contractor shall conduct performance analysis and trade-off studies on training and trainer problems associated with operator proficiency, training techniques, training obsolescence and training equipment obsolescence. The contractor shall use this analysis to identify new training and trainer systems utilizing advanced training technologies for shore based and at sea training. Technologies include commercially available hardware and software, computer-based interactive operating guidelines, automated operational decision making aids and multi-media training systems. The contractor shall include design trade-off analysis, hardware, firmware, software, interface, integration, in-service system impacts, installation and test requirements. The contractor shall deliver training approaches in accordance with CDRL A004.

4.1.8 Configuration & Database Management

The contractor shall perform configuration management tracking of training material, trainer configuration items and documentation in new and existing government databases. The contractor shall create new databases in accordance with logistics requirements and government approved database tools and formats. The contractor shall import, transfer or use data stored in existing databases. The contractor shall deliver new or updates to training/trainer databases in accordance with CDRL A006.

4.2 HUMAN FACTORS ENGINEERING

4.2.1 Human Factors Engineering (HFE) Technical Investigations

The contractor shall perform Human Factors Engineering (HFE) technical investigations on human factor topics including readiness, manning, system optimization, personnel, habitability, manpower, training, safety, occupational health and survivability. The contractor shall evaluate any alternative solutions, proposed upgrades and recommend courses of action to determine and compare the associated risks and performance, cost and schedule impacts and trade-offs. The contractor shall deliver HFE technical investigations in accordance with CDRL A004.

4.2.2 Functional Task Analysis

The contractor shall develop or update functional task analyses to support system improvements, upgrades and new capabilities based on associated system specifications and system technical manuals. The contractor shall perform analysis of functional tasks including watch-station tasks, operator skills, responsibilities, manning levels, personnel skill levels, maintenance and system interrelationships. The contractor shall deliver functional task analyses in accordance CDRL A004.

4.3 COURSE INSTRUCTION

The contractor shall perform course instruction using government approved training materials and surveys. Location of the training may be ashore, aboard ship at dockside, or at sea. The contractor shall disseminate government approved surveys at the end of each training event to obtain an assessment of the training and provide the completed surveys to the government. The contractor shall provide a training completion report for every training event. The training completion report shall include results of the training, training effectiveness, any suggestions for training improvements, survey results and other lessons learned. The contractor shall deliver training completion reports in accordance with CDRL A002.

4.4 TRAINER AND TRAINING SYSTEM DEVELOPMENT

4.4.1 Training Software Prototype Development

The contractor shall design, develop, update, test and maintain training software to support operation and maintenance training of personnel. The contractor shall build software images for new and legacy training applications and test the modifications within the target host computer. The contractor shall deliver training

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 13 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

software test reports in accordance with CDRL A005. The contractor shall deliver training software in accordance with CDRL A006.

4.4.2 Training Equipment Prototype Development and Integration

The contractor shall design, develop, fabricate, update, test and maintain technical training equipment to support operation and maintenance training of personnel. The contractor shall integrate new, existing or refurbished training equipment into laboratory and shipboard environments. The contractor shall develop or revise integration plans and perform the integration. The contractor shall perform fabrication tasks using Incidental Government Material or Contractor Acquired Material as identified in TIs. The contractor shall deliver training equipment integration plans in accordance with CDRL A003. The contractor shall deliver training equipment drawings and schematics in accordance with CDRL A007.

4.4.3 Simulation/Stimulation

The contractor shall design, develop, fabricate, update, test and maintain simulation/stimulation (sim/stim) equipment for the test, integration, evaluation, training and maintenance of tactical laboratory and shipboard systems. The sim/stim hardware shall include signal generators, amplifiers, inverse beam-formers, simulation, test devices, training aids, and data recorders. The contractor shall integrate new, existing or refurbished sim/stim hardware into laboratory and shipboard environments. The contractor shall develop or revise integration plans, and provide all materials, cables, connectors, mock-ups, equipment, test devices, tools, commercial software, shipping containers, and consumables required for hardware operations. The contractor shall deliver equipment integration plans in accordance with CDRL A003. The contractor shall deliver training equipment drawings and schematics in accordance with CDRL A007.

4.4.4 Modeling & Simulation

The contractor shall design, develop, update, test and maintain modeling and simulation software to emulate ocean, contact and undersea environments. The contractor shall build software images for new and legacy modeling and simulation applications and test the modifications within the target host computer. The contractor shall deliver modeling and simulation test reports in accordance with CDRL A005. The contractor shall deliver modeling and simulation software in accordance with CDRL A006.

4.5 TRAINING SYSTEM TEST & EVALUATION

4.5.1 Test Support Equipment

The contractor shall design, build, test and maintain test support equipment necessary to perform testing, system evaluation, and system maintenance of training systems. The contractor shall perform upgrades, overhauls or tune-ups of test vehicles and equipment deployment apparatus to support in-water or at-sea testing for the required test duration. The contractor shall deliver a test preparation report detailing the special or unique test and support equipment developed, repairs and upgrades performed, and other preparations completed prior to executing a test. The contractor shall deliver test preparation reports in accordance with CDRL A005. The contractor shall deliver designs, drawing, and schematics for the test support equipment in accordance with CDRL A007.

4.5.2 Test Execution

The contractor shall monitor and perform acceptance testing, environmental qualification testing, performance verification testing, system design certification testing and longevity testing in order to verify that the training equipment being tested is in compliance with engineering change instructions, system requirements and approved test plans & procedures. The contractor shall make repairs to the training equipment prototype equipment in accordance with test objectives prior to use of the equipment for repeated test trials. The contractor shall train government test personnel on the operation of test equipment, safety procedures and operation of the training equipment prior to testing. The contractor shall include test results, issues raised at the test event, problem reports and critical test risks in the associated test report. The contractor shall deliver test reports in accordance with CDRL A005.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 14 of 51	FINAL
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4.5.3 Post Test Analysis

The contractor shall perform analysis and technical investigations of data collected during testing. The contractor shall generate time-space reconstruction parameters associated with test execution using recorded navigation data from the platforms. The contractor shall use mathematical models or computer simulation tools to assess expected performance characteristics of the training equipment prototype given the reconstructed environmental and positional conditions present during test execution. The contractor shall prepare and deliver a test report describing work performed, tests conducted, investigations completed, and conclusions drawn from post-test analysis tasking. The contractor shall deliver post-test analysis reports in accordance with CDRL A005.

4.6 PLATFORM & LAND BASED FACILITY INSTALLATION

4.6.1 Temporary Alteration (TempAlt) Package Development

The contractor shall develop a TEMPALT package that describes the approach planned for temporarily installing the training equipment prototype on a test platform which includes mechanical and electrical drawings showing the equipment components and all cable interconnections mounted on the platform's outer surface or within the platform in an equipment space. The contractor shall perform mathematical or computer based modeling of mechanical forces from ship's motion or nearby equipment interactions to verify mounting configurations and vibration isolation mechanisms. The contractor shall identify power distribution and platform interfacing by performing mathematical or computer based modeling of electrical power. The contractor shall deliver TempAlt's in accordance with CDRL A007.

4.6.2 Training Equipment Prototype Installation

The contractor shall assemble the training equipment prototype on the platform's outer surface or within the platform in an equipment space. The contractor shall use materials and methods that promote operational reliability and resistance to water induced corrosion for the duration. The contractor shall procure or supply professional diver support to install equipment under the water line in the case of a sea going platform. The contractor shall procure or fabricate any custom mechanical or electrical interfaces between the training equipment prototype and the host vessel. The contractor shall integrate the custom interface devices with the prototype to complete the installation according to design requirements specified in the TEMPALT package. The contractor shall deliver the installation report in accordance with CDRL A004.

4.6.3 System Operation & Verification Testing (SOVT)

The contractor shall perform a System Operation and Verification Test (SOVT) with the installed training equipment prototype at the completion of the platform installation. The SOVT shall represent formal tests to verify that the installed training equipment prototype is fully operational. The contractor shall execute the tests described in the SOVT either dockside or while underway on the platform. The contractor shall document results of tests in a formal report that identifies the system performance requirements, standards, and tolerances met by the training equipment prototype. The contractor shall determine the root cause, generate alternative solutions, and produce recommended courses of action for observations that fails to meet expected performance requirements. The contractor shall deliver the SOVT report in accordance with CDRL A005.

4.6.4 Post Installation Analysis

The contractor shall perform analysis and technical investigations of data collected during the installation of training equipment. The contractor shall generate time-space reconstruction parameters associated with test execution using recorded navigation data from the platforms. The contractor shall use mathematical models or computer simulation tools to assess expected performance characteristics of the training equipment prototype given the reconstructed environmental and positional conditions present during test execution. The contractor shall determine the root cause, generate alternative solutions, and produce recommended courses of action for observations that fail to meet performance requirements. The Contractor shall compare test data with system performance requirements and document findings. The contractor shall prepare and deliver an installation report describing work performed, tests conducted, investigations completed, and conclusions drawn from the post

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 15 of 51	FINAL
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installation analysis in accordance with CDRL A004.

5.0 MONTHLY PROGRESS REPORTS

The contractor shall deliver monthly cost and performance reports in accordance with the basic contract Clause C16S COST AND PERFORMANCE REPORTING (NOV 2011).

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Index	Document Title	Applicable SOW Tasks
6.1	System Security Guides & Requirements	All Tasks
6.2	Technical Specifications and Manuals	All Tasks
6.3	System Specifications and Manuals	All Tasks
6.4	Schedules (Program, Training & Ship)	All Tasks
6.5	Navy Training Plans	All Tasks
6.6	Operating Guidelines (Existing)	4.1, 4.2
6.7	Naval Warfare Publications, (NWPs)	4.1, 4.2
6.8	Defense Scientific and Technical (DST) Publications	4.1, 4.2
6.9	Fleet Exercise Publications (FXPs)	4.1, 4.2
6.10	Allied Tactical Publications (ATPs)	4.1, 4.2
6.11	Naval Technical Intelligence Center (NTIC) Publications	4.1, 4.2
6.12	Functional Task Analyses	4.2
6.13	Training Material	4.1, 4.3, 4.4
6.14	Personnel Performance Profile (PPP) Tables	4.1, 4.5,
6.15	Training/Trainer Databases	4.1
6.16	Engineering Change Proposals (ECPs)	4.4
6.17	Training / Trainer Software (existing)	4.4.1
6.18	Fleet Exercise Reports	4.5
6.19	Installation/Ship Diagrams	4.5
6.20	Fleet Test Plans and Objectives	4.5

7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS (Performance Based SOW)

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

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in the performance requirements summary table (Attachment 4). Responsiveness will be evaluated based upon the Government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 16 of 51	FINAL
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Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

HQ C-1-0001 ITEM(S) 7000 and 8000 Series CLINs- 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 information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 17 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 18 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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 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.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 19 of 51	FINAL
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(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-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 20 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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 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.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 21 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

(a) Definitions.

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

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

(b) Requirements.

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 22 of 51	FINAL
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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 15289:2015, 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 15289:2015. 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 15289:2015, 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 15289:2015, 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 15289:2015, 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 A008 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 (NOV 2011)

(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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 23 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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 Clause HQ G-2-0007.

(2) Format.

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

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

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

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

b) Contractor's Performance Report:

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

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

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

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

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

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

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

(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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 24 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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.

NOTE: THIS CLAUSE IS APPLICABLE ONLY TO 7000 AND 9000 SERIES CLINS.

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

(a) The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address: <http://www.dtic.mil/whs/directives/corres/pdf/858201p.pdf>

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 25 of 51	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.

Note: The guidance in clause HQ D-2-0006, MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) is applicable to the marking and packing of any commercial items.

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.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 26 of 51	FINAL
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(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

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

Note: The guidance in clause HQ D-2-0007, MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (APR 2015), is applicable to the marking and packing of any non-commercial items.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 27 of 51	FINAL
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SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

52.246-4 -- Inspection of Services -- Fixed-Price

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

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

The following Clauses are incorporated by Full Text:

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 28 of 51	FINAL
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SECTION F DELIVERABLES OR PERFORMANCE

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

7100	3/9/2018 - 3/8/2019
7101AA	3/9/2018 - 9/30/2018
9100	3/9/2018 - 3/8/2019
9101AA	3/9/2018 - 9/30/2018

The following Clauses are incorporated by Full Text:

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

Labor CLIN	ODC CLIN	OPTION #	POP
7100	9100	BASE	03/09/2018 - 03/08/2019
7200*	9200	3	03/09/2019 - 03/08/2020
7300*	9300	6	03/09/2020 - 03/08/2021
7400*	9400	9	03/09/2021 - 03/08/2022
7500*	9500	12	03/09/2022 - 03/08/2023

***If option is exercised**

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

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

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

F1SX Periods of Performance (FFP Services)

CLIN	Funding Type	Base or Option #	Performance Period
8100	OMN	1	03/09/2018 - 09/09/2018
8101	OMN	2	09/10/2018- 03/10/2019

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 29 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

8200	OMN	4	03/11/2019-09 /11/2019
8201	OMN	5	09/12/2019-03 /12/2020
8300	OMN	7	03/13/2020-09 /13/2020
8301	OMN	8	09/14/2020-03 /14/2021
8400	OMN	10	03/15/2021-09 /15/2021
8401	OMN	11	09/16/2021-03 /16/2022
8500	OMN	13	03/17/2022-09 /17/2022
8501	OMN	14	09/18/2022-03 /18/2023

F30SX PLACE OF PERFORMANCE (APR 2005)

Work will be performed at NUWCDIVNPT in Newport, RI, on contractor site and/or other locations, as required by the Statement of Work and Technical Instructions.

Travel is anticipated to the following locations for meetings, training and equipment installations: Newport RI, Washington DC, San Diego CA, Pearl Harbor HI, Yokosuka Japan, Mayport FL, Norfolk VA, Kings Bay GA, Bangor WA and New London CT as required by the Statement of Work and identified in Technical Instructions. Service Contract Act Wage Determinations will not be included for these locations.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 30 of 51	FINAL
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SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

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

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

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

COST VOUCHER - 7000 and 9000 CLINs

INVOICE AND RECEIVING REPORT COMBO - 8000 SERIES CLINS

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

DESTINATION

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 31 of 51	FINAL
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system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF 7000 AND 9000 SERIES CLINS	Data to be entered in WAWF 8000 SERIES CLINS
Pay Official DoDAAC	N66604	N66604
Issue By DoDAAC	N66604	N66604
Admin DoDAAC	N66604	N66604
Inspect By DoDAAC	N/A	N66604
Ship To Code	N/A	N66604
Ship From Code	N/A	NA
Mark For Code	N66604	N66604
Service Approver (DoDAAC)	N66604	N66604
Service Acceptor (DoDAAC)	N/A	NA
Accept at Other DoDAAC	N/A	NA
LPO DoDAAC	N/A	NA
DCAA Auditor DoDAAC	HAA621	NA
Other DoDAAC(s)	N/A	NA

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

[REDACTED]

(g) WAWF point of contact.

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

[REDACTED]

(2) For technical WAWF help, contact the WAWF helpdesk at disa.ogden.esd.mbx.cscassig@mail.mil

UW G-2-0002 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2017) (ALT 1)

(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, RI. 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

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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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 Procuring Contracting Officer is:

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

(d) The Negotiator is:

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

(e) The Contracting Officer's Representative (COR) is:

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

(f) Ombudsman for the C15 Training, Trainers and Human Factors Engineering effort is:

[REDACTED]
[REDACTED]
[REDACTED]

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 33 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

[REDACTED]

[REDACTED]

(g) Contractor's Representative is:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(h) The Contractor's Senior Technical Representative is:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[End of clause]

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

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

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

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 35 of 51	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 **331,445 (7000 Series CLINs only)** 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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 36 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

direct contribution to the tasks described in Sections B and C.

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 37 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

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

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

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

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

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

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

252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

NOTE: Key Personnel, approved under this task order, are contained in Attachment #4.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 38 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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.

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

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

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

H81X TRAVEL RESPONSIBILITIES (OCT 2011)

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

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

Wage Determination #: Wage Determination No.: 2015-4089, Revision No.: 6, Date Of Revision:
01/10/2018

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 39 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 40 of 51	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.

[52.203-3 – Gratuities](#)

[52.203-5 -- Covenant Against Contingent Fees](#)

[52.203-6 -- Restrictions on Subcontractor Sales to the Government](#)

[52.203-7 -- Anti-Kickback Procedures](#)

[52.203-13 – Contractor Code of Business Ethics and Conduct](#)

[52.203-17 – Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights](#)

[52.204-2 -- Security Requirements](#)

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

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)

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

52.219-8 Utilization of Small Business Concerns (JAN 2011)

52.219-9 Small Business Subcontracting Plan (Oct 2015)

52.222-3 Convict Labor (JUN 2003)

[52.222-17 – Nondisplacement of Qualified Workers](#)

[52.222-19 -- Child Labor—Cooperation with Authorities and Remedies](#)

[52.222-21 -- Prohibition of Segregated Facilities](#)

[52.222-26 -- Equal Opportunity](#)

[52.222-35 -- Equal Opportunity for Veterans](#)

[52.222-36 – Equal Opportunity for Workers With Disabilities.](#)

[52.222-37 -- Employment Reports on Veterans](#)

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

[52.222-41 -- Service Contract Labor Standards](#)

[52.222-50 -- Combating Trafficking in Persons](#)

52.222-54 Employment Eligibility Verification (JUL 2012)

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 41 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

- 52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
- 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (NOV 2011)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-10 Filing of Patent Applications - Classified Subject Matter (DEC 2007)

[52.232-1 -- Payments](#)

[52.232-18 -- Availability of Funds.](#)

[52.232-19 -- Availability of Funds for the Next Fiscal Year](#)

52.232-20 Limitation of Cost (APR 1984)

52.232-22 Limitation of Funds (APR 1984)

[52.232-39 -- Unenforceability of Unauthorized Obligations](#)

[52.233-3 -- Protest After Award](#)

[52.233-4 -- Applicable Law for Breach of Contract Claim](#)

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

[52.237-3 -- Continuity of Services](#)

[52.242-1 -- Notice of Intent to Disallow Costs](#)

[52.243-1 -- Changes -- Fixed-Price](#)

[52.243-2 -- Changes -- Cost-Reimbursement](#)

52.244-6 Subcontracts for Commercial Items (DEC 2010)

[52.246-23 -- Limitation of Liability](#)

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

[52.249-2 -- Termination for Convenience of the Government \(Fixed-Price\)](#)

[52.249-8 -- Default \(Fixed-Price Supply and Service\)](#)

[52.251-1 -- Government Supply Sources](#)

[252.201-7000 Contracting Officer's Representative](#)

[252.203-7000 Requirements Relating to Compensation of Former DoD Officials](#)

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 42 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

[252.203-7003, Agency Office of the Inspector General](#)

[252.203-7005 Representation Relating to Compensation of Former DoD Officials](#)

[252.204-7000 Disclosure of Information](#)

[252.204-7003 Control of Government Personnel Work Product](#)

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

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

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 2012)

252.227-7013 Rights in Technical Data -- Noncommercial Items (FEB 2012)

[252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation](#)

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

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

[252.227-7019 Validation of Asserted Restrictions--Computer Software](#)

252.227-7025 Limitations on the Use or Disclosure of Government- Furnished Information with Restrictive Legends (MAR 2011)

[252.227-7028 Technical Data or Computer Software Previously Delivered to the Government](#)

[252.227-7030 Technical Data--Withholding of Payment](#)

[252.227-7037 Validation of Restrictive Markings on Technical Data](#)

252.227-7038 Patent Rights—Ownership by the Contractor (Large Business) (DEC 2007)

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

252.231-7000 Supplemental Cost Principles (DEC 1991)

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

252.235-7011 Final Scientific or Technical Report (NOV 2004)

The following Clauses are incorporated by Full Text:

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)

(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.sam.gov/>.

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 43 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(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.

52.217-8 -- Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract period of performance expiration.

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.

Labor CLIN	ODC CLIN	OPTION #	EXERCISE BY DATE
7000	9000	BASE	N/a
7100	9100	3	01/09/2019
7200	9200	6	01/09/2020
7300	9300	9	01/09/2021
7400	9400	12	01/09/2022
8000	NA	1	N/a
8001	NA	2	08/09/2018
8100	NA	4	02/09/2019
8101	NA	5	08/09/2019
8200	NA	7	02/09/2020
8201	NA	8	08/09/2020
8300	NA	10	02/09/2021
8301	NA	11	08/09/2021
8400	NA	13	02/09/2022
8401	NA	14	08/09/2022

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 44 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

"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.

Not Applicable.

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 exceeding the Simplified Acquisition Threshold.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 45 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 46 of 51	FINAL
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(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

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

[REDACTED]

[REDACTED]

[REDACTED]

252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)

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

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

"Concatenated unique item identifier" means—

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

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

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

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/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 to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

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

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

"Government's unit acquisition cost" means—

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

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 47 of 51	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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, all of which were manufactured under identical conditions.

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 48 of 51	FINAL
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(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 three types of data qualifiers, as determined by the Contractor:

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

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

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

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

(4) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 49 of 51	FINAL
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(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; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code—

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 50 of 51	FINAL
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- (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).

CONTRACT NO. N00178-04-D-4122	DELIVERY ORDER NO. N6660418F3010	AMENDMENT/MODIFICATION NO. P00001	PAGE 51 of 51	FINAL
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SECTION J LIST OF ATTACHMENTS

Exhibit "A": DD Form 1423 - Contract Data Requirements List (with Addendum)

Attachment 1: DD Form 254 - Contract Security Classification Specification

Attachment 2: Government Property Made Available Form (GFP)

Attachment 3: Performance Requirements Summary Table (PRST)

Attachment 4: Key Personnel List