AMENDMENT OF SOLICITAT	ION/MODIFICATION OF	CONTRACT	1. CONTRACT ID CODE U		PAGE 1	OF PAGES 3
		1	PURCHASE REQ. NO.	l e pe		
2. AMENDMENT/MODIFICATION NO.  36	3. EFFECTIVE DATE 01-Dec-2019		1300821115		ROJECT NO. (	
6. ISSUED BY CO	N66604	7. ADMINISTERE	D BY (If other than Item 6)	COI	DE	S3309A
NUWC, NEWPORT DIVISION		DCM	A LONG ISLAND			SCD: C
1176 Howell Street, Building 125	8	605 S	TEWART AVENUE			
Newport RI 02841-1708		GARI	DEN CITY NY 11530-4761			
andrew.kenyon1@navy.mil 401-8	32-7290					
8. NAME AND ADDRESS OF CONTRACT	OR (No., street, county, State, and Z	ip Code)	9A. AMENDMENT OF SOLICITA	ATION NO	O.	
			9B. DATED (SEE ITEM 11)			
			101 MODIFICATION OF CONT		2252110	
			10A. MODIFICATION OF CONT	RACT/OF	RDER NO.	
		[X]	N00470 04 D 4400 N	447		
			N00178-04-D-4109-N4	+17		
CAGE 52644	FACILITY CODE		16-Mar-2015			
CODE						
	11. THIS ITEM ONLY APPL	IES TO AMENDI	IENTS OF SOLICITATIONS			
The above numbered solicitation is am					s not extended	d.
Offers must acknowledge receipt of this am (a) By completing Items 8 and 15, and retur						d; or (c) By
separate letter or telegram which includes a	reference to the solicitation and ame	endment numbers. FAI	LURE OF YOUR ACKNOWLEDGEME	NT TO B	E RECEIVED	AT THE PLACE
DESIGNATED FOR THE RECEIPT OF OF you desire to change an offer already subm					•	
amendment, and is received prior to the ope	ening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION		SECTION G				
	011	220				
			NS OF CONTRACTS/ORDEF	₹S,		
			AS DESCRIBED IN ITEM 14.		CONTRACT	ODDED NO. IN
(*) A. THIS CHANGE ORDER IS	SSUED PURSUANT TO: (Specify at	itnority) THE CHANGI	S SET FORTH IN ITEM 14 ARE MAD	E IN THE	CONTRACT	ORDER NO. IN
[]						
	ONTRACT/ORDER IS MODIFIED TO 14, PURSUANT TO THE AUTHORIT		INISTRATIVE CHANGES (such as cha	anges in p	paying office, a	appropriation
	REEMENT IS ENTERED INTO PURS					
D. OTHER (Specify type of mod	L'Limitation of Funds'; See Page diffication and authority)	2 for Additional Autr	onty			
E. IMPORTANT: Contractor [ ] is no	ot. [X] is required to sign this do	ocument and return	1 copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MOI				ere feasii	ble )	
SEE PAGE 2						
15A. NAME AND TITLE OF SIGNER (Type	e or print)	16A. NAME AND T	TLE OF CONTRACTING OFFICER (T	ype or pr	rint)	
		Mary App G	ardner, Contracting Officer			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STAT	· · · · · · · · · · · · · · · · · · ·		16C. E	DATE SIGNED
		DV //A	an Orania an		20.51	0040
(Signature of person authorized to signature	an)		nn Gardner Signature of Contracting Officer)		29-No	ov-2019
NSN 7540-01-152-8070		30-105	<u> </u>	D FORI	<b>VI 30</b> (Rev. 1	0-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

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#### **GENERAL INFORMATION**

**DISTRIBUTION:** KR, 0121, DFAS-HQ0379, 8541/R. Preuhs, 8541/D. Medeiros

**NUWCDIVNPT Control #: 200420** 

**NUWCDIVNPT Requisition #: 1300821115** 

NUWCDIVNPT POC: Andrew Kenyon (See cover page for e-mail address and telephone number.)

Additional Authority: FAR 52.217-9 "Option to Extend the Term of the Contract"

This modification incorporates by reference Technical Instructions:

#### The purpose of this modification is to:

- 1. Exercise Option 5.
- 2. Provide additional funding.
- 3. Revise clauses as detailed herein.

#### **SECTION B-**

1. Exercise Option 5 (CLINs 7600/9600) effective 12/01/2019, with a period of performance of 12/01/2019 to 03/22/2020.

Note: Services shall not be performed or invoiced on Option 5 (CLINs 7600/9600) prior to 12/01/2019.

- 2. Establish new Informational CLINs 7601 and 9601.
- 3. Establish new Priced SLINs 7601AA and 9601AA.
- 4. Shift ceiling and hours from CLIN 7600 to newly established Priced SLIN 7601AA.
- 5. Shift ceiling and hours from CLIN 9600 to newly established Priced SLIN 9601AA.

#### **SECTION C-**

1. Replace Clause C16S "Cost and Performance Reporting (OCT 2012)" with C-237-W001 "Electronic Cost Reporting and Financial Tracking (eCRAFT) System Reporting (NAVSEA)(MAY 2019)."

#### **SECTION F-**

- 1. Add the Period of Performance for CLINs 7600/9600.
- 2. The Period of Performance for Priced SLINs 7601AA and 9601AA are added by this modification.
- 3. Update Clause HQ-F-1-003 to reflect the exercise of Option 5.

#### **SECTION G-**

- 1. Revise Clause G10S "Contractual Authority and Communications (NOV 2012) paragraph (e) to list Carolyn Gillman as the NUWCDIVNPT Ombudsman and to reflect her contact information.
- 2. Replace "NOTE TO THE PAYMENT OFFICE (JAN 2012) DFARS PGI 204.7108(d)(12)OTHER" and 252.204-001 "Line Item Specific: Single Funding (SEP 2009)" with G-232-H002 "PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (JUN 2018)."
- 3. Accounting and Appropriation Data LLAs AZ/7601AA and AZ/9601AA are added by this modification.

#### **SECTION H-**

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- 1. Revise Clause 5252.232-9104 "Allotment of Funds (JAN 2008)" paragraph (c) to replace the list of priced SLINs with "All priced SLINs under information CLINs 7201, 7301, 7401, 7501, 7601, 9201, 9301, 9401, 9501 and 9601."
- 2. Revise Clause H83S "Service Contract Act Wage Determination (AUG 2008)" to replace Wage Determination 2015-4089 Rev. 8 with Rev. 11 dated 7/16/2019 for Rhode Island, Statewide"

#### **SECTION I-**

1. Incorporate Clause 52.204-25 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)" by reference.

As a result of the above option exercise, the task order awarded value is increased from

All other Task Order terms and conditions remain unchanged.

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

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#### SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Services in Accordance with Statement of Work in Section C.

Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF

0.0

LH

7100 R425 USN Labor Base (OMN, OPN, RDT&E, 14668.0 LH and SCN Funding) Services in support of the Statement of Work

(Fund Type - TBD)

710001 R425 AA in Mod 16)

> in Mod 13) (FY of funding: 2015, Type of money: OPN, Customer Code: 8541, Sponsor: NELO,

TI-4109N417OPNFY15-1, Rev. N/A) (OPN)

710002 R425 AB

in Mod 16)

in Mod 06) (FY of funding: 2015, Type of money: OMN, Customer Code: 8541, Sponsor: NELO,

TI-4109N417OMNFY15-2, Rev. N/A)

(O&MN,N)

710003 R425 AC

in Mod 16)

13) (FY of funding: 2013, Type of money: SCN, SSN790, Customer Code: 8541, Sponsor: NAVSEA, TI-4109N417SCNFY15-1, Rev. N/A)

(SCN)

710004 R425 AD

Mod in Mod 13)(FY of

funding: 2015, Type of money: RDTE, Customer Code: 8541, Sponsor: NAVSEA, TI-N417RDTEFY15, Rev. N/A)

(RDT&E)

7200 R425 Option 1 (OMN, OPN, RDT&E and SCN Funding) Services in support of the Statement of Work (Fund

Type - TBD)

7201 Option 1 (OMN, OPN, RDT&E and SCN Funding) Services in support

of the Statement of Work

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201AA	R425	in Mod 32) (10 U.S.C 2410a Authority is invoked)(FY of funding: 2016, Type of money: OMN, Customer Code: 85, Sponsor: NELO, TI-N4170MNFY16) (O&MN,N)	1440.0	LH			
7201AB	R425	in Mod 32) (FY of funding: 2015, Type of money: OPN, Customer Code: 85, Sponsor: NELO, TI-N4170PNFY16, Rev.01) (OPN)	1655.0	LH			
7201AC	R425	Deob in Mod 32) (FY of funding: 2016, Type of money: O&MN,N, Customer Code: 8541, Sponsor: NELO, TI-N4170MNFY16-1, Rev. N/A) (O&MN,N)	2526.0	LH			
7201AD	R425	in Mod 32) (FY of funding: 2014, Type of money: SCN, Customer Code: 8541, Sponsor: NAVSEA, TI-N417SCNFY14#2, Rev. N/A) (SCN)	1740.0	LH			
7201AE	R425	Deob in Mod 32) (FY of funding: 2014, Type of money: SCN, Customer Code: 8541, Sponsor: NAVSEA, TI-N417SCNFY14#1, Rev. N/A) (SCN)	1660.0	LH			
7201AF	R425	in MOD in MOD in MOD 17)(FY of funding: 2016, Type of money: OPN, Customer Code: 8541, Sponsor: NAVSEA, TI-N4170PNFY16, Rev. N/A) (OPN)	267.0	LH			
7201AG	R425	in Mod 32) (FY of funding: 2016, Type of money: O&MN, Customer Code: 8541, Sponsor: NELO, TI-N4170MNFY16-2, Rev. N/A) (O&MN,N)	198.0	LH			
7201AH	R425	in Mod 32) (FY of funding: 2016, Type of money: OPN, Customer Code: 8541, Sponsor: NELO, TI-N4170MNFY16-1, Rev. N/A) (OPN)	601.0	LH			
7201AJ	R425	aL in Mod 32) (FY of funding: 2016, Type of money: RDTE,	34.0	LH			

	ONTRACT NO. 10178-04-D-4109	DELIVERY ORDER N00178-04-D-4109-	_	AMENDN 36	MENT/M	10DIFICA	ΓΙΟΝ NO.	PAGE 3 of 63		FINAL
PSC	Supplies/Services		Qty	Unit	Est.	Cost	Fixed	Fee	CPFF	ı
	Customer Code: 854 NAVSEA, TI-N417RDT N/A) (RDT&E)	_								
R425	Option 2 (OMN, OPN SCN Funding) Servi of the Statement o Type - TBD)	ces in support	0.0	LH						
	Priced SLINs assoc Priced CLIN 7300	iated with							\$745	,091.31
R425		e: 8541; : :10(a)	1218.0	LH						
425		1; Sponsor:	1800.0	LH						
425		1; Sponsor: OMNFY17;	618.0	LH						
425		1; Sponsor:	335.0	LH						
425		1; Sponsor: ogistics	1645.0	LH						

1480.0 LH

7301AE Office (NELO); TI#: TI-N417SCNFY#1 (SCN)

Item

7300

7301

7301AA

7301AB

7301AC

7301AD

7301AG R425 AM

7301AF R425 AN 1654.0 LH in Mod 32), FY of Funds: 2015; Type of Funds: SCN; Customer Code: 8541; Sponsor: Navy Engineering Logistics Office (NELO); TI#: TI-N417SCNFY#2 (SCN)

> in Mod 32), FY of Funds: 2017; Type of Funds: O&MN; Customer Code: 8541; Sponsor: Navy Engineering Logistics Office (NELO); TI#:

		00178-04-D-4109	N00178-04-D-4109-		36	VIEIN I / IVI	ODIFICAL	ION NO.	4 of		FINAL
Item	PSC	Supplies/Services		Qty	Unit	Est.	Cost	Fixed	Fee	CPFF	
		TI-N4170MNFY17#1; 2410(a) Authority invoked (O&MN,N)									
7400	R425	Option 3 (OMN, OPN SCN Funding) Servi of the Statement of Type - TBD)	ces in support	0.0	LH						I
7401		Priced SLINs assoc priced CLIN 7400	iated with							\$630	,839.17
7401AA	R425		Type of money; : 8541,	2498.0	LH						
7401AB	R425		Type of money; : 8541,	126.0	LH						
7401AC	R425		1, Sponsor:	1872.0	LH						
7401AD	R425		: 8541; :	1846.0	LH						
7401AE	R425		: 8541; :	795.0	LH						
7401AF	R425		mer Code: O; TI#: . 1; 10 U.S.C.	952.0	LH						
7401AG	R425			4.0	LH						

OPN; Customer Code: 8541;

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed Fee	CPFF
		Sponsor: PMS 415; TI#: TI-N4170PNFY18 (OPN)						
7500	R425	Option 4 (OMN, OPN, RDT&E and SCN Funding) Services in support of the Statement of Work (Fund Type - TBD)	8598.0	LH				
7501		Priced SLINs associated with priced CLIN 7500						
7501AA	R425	AV FY of Funding: 2019; Type of Money: OMN; Customer Code: 8541; Sponsor: NELO; TI#: TI-N4170MNFY19 (O&MN,N)	4800.0	LH				
7501AB	R425	AW FY of Funding: 2017; Type of Money: SCN; Customer Code: 8541; Sponsor: NELO; TI#: TI-N417SCNFY19#2 (SCN)	1895.0	LH				
7501AC	R425	AX FY of Funding: 2017; Type of Money: SCN; Customer Code: 8541; Sponsor: NELO; TI#: TI-N417SCNFY19#1 (SCN)	2051.0	LH				
7501AD	R425	FY of Funding: 2018; Type of Money: RDTE; Customer Code: 8541; Sponsor: NAVSEA; TI#: TI-N417RDTEFY19; 10 USC 2410(a)authority is invoked-(RDT&E)	835.0	LH				
7501AE	R425	AV FY of Funding: 2019; Type of Money: OMN; Customer Code: 8541; Sponsor: NELO; TI#: TI-N4170MNFY19#1; 10 USC 2410(a)authority is invoked (O&MN,N)	521.0	LH				
7600	R425	Option 5 (OMN, OPN, RDT&E and SCN Funding) Services in support of the Statement of Work (Fund Type - TBD)	30322.0	LH				
7601		Priced SLINs associated with Priced CLIN 7600						
7601AA	R425	AZ FY of Funding: 2020; Type of Money: OMN; Customer Code: 8541; Sponsor: NELO; TI#: TI-N4170MNFY20 (O&MN,N)	2846.0	LH				

For Cost Type  $\ /\ {\tt NSP}$  Items

Contract Data Requirements List (CDRLs) for 7000 Series CLINs; Not 1.0 LO NSP Separately Priced

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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9000		Prime and Subcontractor Travel and Materials (with burdens, no fee)				I
9100	R425	ODC in support of CLIN 7100 (OMN, OPN, RDT&E and SCN Funding) (Fund Type - OTHER)	1.0	LO		
910001	R425	in Mod 16) in Mod 16) in Mod 06) (FY of funding: 2015, Type of money: OPN, Customer Code: 8541, Sponsor: NELO, TI-4109N4170PNFY15-2, Rev. N/A) (OPN)				
910002	R425	AB in Mod 16) in Mod 16) in Mod 06) (FY of funding: 2015, Type of money: OMN, Customer Code: 8541, Sponsor: NELO, TI-4109N417OMNFY15-2, Rev. N/A) (O&MN,N)				
910003	R425	in Mod 16) in Mod 13) (FY of funding: 2013, Type of money: SCN, SSN790, Customer Code: 8541, Sponsor: NAVSEA, TI-4109N417SCNFY15-1, Rev. N/A) (SCN)				
910004	R425	AD in Mod 16) (FY of funding: 2015, Type of money: RDTE, Customer Code: 8541, Sponsor: NAVSEA, TI-N417RDTEFY15, Rev. N/A) (RDT&E)				
910005	R425	AE in Mod 16) (FY of funding: 2015, Type of money: RDTE, Customer Code: 8541, Sponsor: NAVSEA, TI-N417RDTEFY15, Rev. N/A) (RDT&E)				
9200	R425	ODC in support of CLIN 7200 (OMN, OPN, RDT&E and SCN Funding) (Fund Type - OTHER)	1.0	LO		I
9201		ODC in support of CLIN 7200 (OMN, OPN, RDT&E and SCN Funding)				
9201AA	R425	af in Mod 32) (10 U.S.C 2410a Authority is invoked)(FY of funding: 2016, Type of money: OMN, Customer Code: 85, Sponsor: NELO, TI-N417OMNFY16 (O&MN,N)	1.0	LO		
9201AB	R425	AA in Mod 32) (FY of funding: 2015, Type of money: OPN, Customer Code: 85, Sponsor: NELO, TI-N4170PNFY16) (OPN)	1.0	LO		
9201AC	R425	AF in Mod 32) (FY of funding: 2016, Type of money: O&MN,N, Customer Code: 8541, Sponsor: NELO, TI-N4170MNFY16-1, Rev. N/A) (O&MN,N)	1.0	LO		
9201AD	R425	AG in Mod 32) (FY of funding: 2014, Type of money: SCN, Customer Code: 8541, Sponsor: NAVSEA, TI-N417SCNFY14#2, Rev. N/A) (SCN)	1.0	LO		
9201AE	R425	AH in Mod 32) (FY of funding: 2014, Type of money: SCN, Customer Code: 8541, Sponsor: NAVSEA, TI-N417SCNFY14#1, Rev. N/A) (SCN)	1.0	LO		
9201AF	R425	AF in Mod 32) (FY of funding: 2016, Type of money: O&MN, Customer Code: 8541, Sponsor: NELO, TI-N4170MNFY16-2, Rev. N/A) (O&MN,N)	1.0	LO		

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9201AG	R425	AL in Mod 32) (FY of funding: 2016, Type of money; RDTE, Customer Code: 8541, Sponsor: NAVSEA, TI-N417RDTEFY16, Rev. N/A) (RDT&E)	1.0	LO		
9300	R425	ODC in support of CLIN 7300 (OMN, OPN, RDT&E and SCN Funding) (Fund Type - OTHER)	1.0	LO		I
9301		Priced SLINs associated with Priced CLIN 9300				
9301AA	R425	in Mod 32) FY of Funds: 2017; Type of Funds: O&MN Customer Code: 8541; Sponsor: NELO; TI#: TI-N4170MNFY17; 2410(a) Authority is herby invoked (O&MN,N)	1.0	LO		
9301AB	R425	AK in Mod 32) FY of Funds: 2016; Type of Funds: OPN; Customer Code: 8541; Sponsor: NELO; TI#: TI-N4170PNFY17 (OPN)	1.0	LO		
9301AC	R425	AK in Mod 32) in MoD 22)( FY of Funds: 2016; Type of Funds: OPN; Customer Code: 8541; Sponsor: NELO; TI#: TI-N4170PNFY17 Rev. 01) (OPN)	1.0	LO		
9301AD	R425	aP in Mod 32), FY of Funds: 2015; Type of Funds: SCN; Customer Code: 8541; Sponsor: Navy Engineering Logistics Office (NELO); TI#: TI-N417SCNFY#1 (SCN)	1.0	LO		
9301AE	R425	an in Mod 32), FY of Funds: 2015; Type of Funds: SCN; Customer Code: 8541; Sponsor: Navy Engineering Logistics Office (NELO); TI#: TI-N417SCNFY#2 (SCN)	1.0	LO		
9400	R425	ODC in support of CLIN 7400 (OMN, OPN, RDT&E and SCN Funding) (Fund Type - TBD)	1.0	LO		
9401		Priced SLINs associated with priced CLIN 9401				
9401AA	R425	AQ in Mod 32) 2410(a) Authority is hereby invoked (FY of funding: 2018, Type of money; OMN, Customer Code: 8541, Sponsor: NELO, TI-N417OMNFY18) (OPN)	1.0	LO		
9401AB	R425	in Mod 32), 2410(a) Authority is hereby invoked (FY of funding: 2016, Type of money; OPN, Customer Code: 8541, Sponsor: NELO, TI-N417OPNFY18) (OPN)	1.0	LO		
9401AC	R425	AR in Mod 32) FY of Funds: 2016; Type of Funds: SCN; Customer Code: 8541, Sponsor: NELO; TI#: TI-N417SCNFY18#2 (SCN)	1.0	LO		I
9401AD	R425	in Mod 32) FY of Funding: 2016; Type of Money: SCN; Customer Code: 8541; Sponsor: NELO; TI#: TI-N417SCNFY18#1 (SCN)	1.0	LO		I
9401AE	R425	AT in Mod 32) FY of Funding: 2017; Type of Money: OPN; Customer Code: 8541; Sponsor: NELO; TI#: TI-N4170PNFY18 #2 (OPN)	1.0	LO		
9401AF	R425	in Mod 32) FY of Funding: 2018; Type of Money: OM&N Customer Code: 8541; Sponsor: NELO; TI#: TI-N4170MNFY18; 10 U.S.C. 2410(a) Authority is Hereby Invoked (O&MN,N)	1.0	LO		I

Item PSC	Supplies/Services	Qty	Unit	Est.	Cost
9401AG R425	AU in Mod 32) FY of Funding: 2017; Type of Money: OPN; Customer Code: 8541; Sponsor: PMS 415; TI#: TI-N4170PNFY18 (OPN)	1.0	LO		ı
9500 R425	ODC in support of CLIN 7500 (OMN, OPN, RDT&E and SCN Funding) (Fund Type - OTHER)	1.0	LO		
9501	Priced SLINs associated with priced CLIN 9500				
9501AA R425	AV FY of Funding: 2019; Type of Money: OMN; Customer Code: 8541; Sponsor: NELO; TI#: TI-N417OMNFY19 (O&MN,N)	1.0	LO		
9501AB R425	AW FY of Funding: 2017; Type of Money: SCN; Customer Code: 8541; Sponsor: NELO; TI#: TI-N417SCNFY19#2 (SCN)	1.0	LO		
9501AC R425	AX FY of Funding: 2017; Type of Money: SCN; Customer Code: 8541; Sponsor: NELO; TI#: TI-N417SCNFY19#1 (SCN)	1.0	LO		
9600 R425	ODC in support of CLIN 7600 (OMN, OPN, RDT&E and SCN Funding) (Fund Type - TBD)	1.0	LO		
9601					
9601AA R425	AZ FY of Funding: 2020; Type of Money: OMN; Customer Code: 8541; Sponsor: NELO; TI#: TI-N417OMNFY20; (O&MN,N)	1.0	LO		

### 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 A** - 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.

#### FEE TABLE (JUL 2012)

FEE TABLE	(301 2012	)				
Labor CLIN	Labor Hours	Estimated Cost	Fixed Fee	Total	Fee Rate Per Hour	Fee Percentage
7100	14,668					
7200	0					
7201AA	1,440					
7201AB	1,655					
7201AC	2,526					
7201AD	1,740					
7201AE	1,660					
7201AF	267					
7201AG	198					
7201AH	601					

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

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

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

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

#### HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
  - (i) travel at U.S. Military Installations where Government transportation is available,
  - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

This entire contract is cost type.

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#### SECTION C DESCRIPTIONS AND SPECIFICATIONS

### HQ C-1-0001 ITEM(S) 7000 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 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-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, and be permitted, within the plant and on the vessel(s) to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

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- (a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.
- (b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:
- (1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.
- (i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.
- (ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.
- (iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.
- (iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.
- (2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.
- (3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.
- (4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.
- (5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.
- (c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.
- (d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security

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regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

- (e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.
- (f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.
- (g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.)

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

- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

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#### (NAVSEA) (SEP 2009)

- (a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.
- (b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.
- (c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.
- (d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.
- (e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.
- (f) The remedies available to the Government for noncompliance with this requirement shall remain available for one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder).

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

- (a) NAVSEA Form 4340/2 or Schedule C, as applicable, Governmet 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

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Schedule C, as applicable.

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

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

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.
- (d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
- (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).
- (e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any 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)

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for systems, components or services subsequent to an intervening procurement.

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

- (g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (I) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

### 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

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notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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

- (a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:
- (1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE Std. 12207:2008;
- (2) Contain the information defined by ISO/IEC/IEEE 15289:2011, section 7.3 (generic content) and the Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process in Table 2 of ISO/IEC/IEEE 15289:2011. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;
- (3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;
- (4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE Std. 12207:2008 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;
- (5) Include the content defined by all information items listed in Table 2 of ISO/IEC/IEEE 15289:2011, as appropriate for the system and be consistent with the processes proposed by the developers;
  - (6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE 15289:2011, as appropriate;
- (7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;
- (8) Be in accordance with the framework defined in IEEE Std. 12207:2008, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;
- (9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with 7.3 of ISO/IEC/IEEE 15289:2011, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.
- (b) The SDP shall be delivered to the Government for concurrence under CDRL and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

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

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

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- (b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.
- (c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.
- (1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: http://www.navsea.navy.mil /Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/ under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil /pdrep\_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.
- (2) Submission and Acceptance/Rejection: Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

#### C23S FACILITIES (NOV 2010)

- (a) The Contractor shall provide liaison office(s) within commuting distance (defined as within 50 miles by surface transportation) of the Naval Undersea Warfare Center Division, Newport. The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the DD Form 254 (if attached).
- (b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment (labor, transportation or otherwise) in connection with any personnel set in readiness at, or brought to such facility in preparation for, or in expectation of, work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during task order performance.

#### C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

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

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

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

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

- (b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available under "Contractor Info" at: http://www.navsea.navy.mil/nuwc/newport /docs/Forms/AllItems.aspx
- (c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/EMS\_EnvPolicy1.pdf
- (d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil /nuwc/newport/docs/External ISO14001\_2009 Training.pdf
- (e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

## C57S EXCEPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

**REQUIREMENTS (JUN 2001)** 

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

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#### SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

#### **HQ D-1-0001 DATA PACKAGING LANGUAGE**

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

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

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

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

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

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

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

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

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

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HU D-3-0008	MARKING	OF REPORTS (NAVSE	(A) (SED 1000)		
		-	• •		
All reports deliv	ered by the	e Contractor to the Gover	nment under this contract shall p	prominentiy	snow on
the cover of the	report:				
(1) name and b	usiness ad	dress of the Contractor			
(2) contract nun	nber				
(3) contract doll	ar amount				
(4) whether the	contract w	as competitively or non-c	competitively awarded		
(5) sponsor:	N/A	1	<u></u>		
	(Name of	Individual Sponsor)			
	N/A				

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

(Name of Requiring Activity)

(City and State)

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

Mark For:

Receiving Officer, Naval Station Newport

47 Chandler Street

Newport, RI 02841-1716

NUWC Division, Newport Code 8541, Ronald Preuhs, phone: 401-832-3614

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### SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

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

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

The following Clauses are incorporated by Full Text:

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

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

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

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

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7100	3/23/2015 - 11/30/2015
7200	12/1/2015 - 11/30/2016
7201AA	12/1/2015 - 11/30/2016
7201AB	12/1/2015 - 11/30/2016
7201AC	2/17/2016 - 11/30/2016
7201AD	3/13/2016 - 11/30/2016
7201AE	3/13/2016 - 11/30/2016
7201AF	4/24/2016 - 11/30/2016
7201AG	5/16/2016 - 11/30/2016
7201AH	5/16/2016 - 11/30/2016
7201AJ	6/14/2016 - 11/30/2016
7300	12/1/2016 - 11/30/2017
7301AA	12/1/2016 - 11/30/2017
7301AB	12/1/2016 - 11/30/2017
7301AC	2/8/2017 - 11/30/2017
7301AD	2/8/2017 - 11/30/2017
7301AE	3/7/2017 - 11/30/2017
7301AF	3/7/2017 - 11/30/2017
7301AG	6/20/2017 - 11/30/2017
7400	12/1/2017 - 11/30/2018
7401AA	12/1/2017 - 11/30/2018
7401AB	12/1/2017 - 11/30/2018
7401AC	12/1/2017 - 11/30/2018
7401AD	12/7/2017 - 11/30/2018
7401AE	12/7/2017 - 11/30/2018
7401AF	5/30/2018 - 11/30/2018
7401AG	9/21/2018 - 11/30/2018
7500	12/1/2018 - 11/30/2019
7501AA	12/1/2018 - 11/30/2019
7501AB	12/21/2018 - 11/30/2019
7501AC	12/21/2018 - 11/30/2019
7501AD	6/21/2019 - 11/30/2019
7501AE	8/1/2019 - 11/30/2019
7600	12/1/2019 - 3/22/2020
7601AA	12/1/2019 - 3/22/2020
9100	3/23/2015 - 11/30/2015
9200	12/1/2015 - 11/30/2016
9201AA	12/1/2015 - 11/30/2016
9201AB	12/1/2015 - 11/30/2016

9201AC	2/17/2016 - 11/30/2016
9201AD	3/13/2016 - 11/30/2016
9201AE	3/13/2016 - 11/30/2016
9201AF	5/16/2016 - 11/30/2016
9201AG	6/14/2016 - 11/30/2016
9300	12/1/2016 - 11/30/2017
9301AA	12/1/2016 - 11/30/2017
9301AB	12/1/2016 - 11/30/2017
9301AC	2/8/2017 - 11/30/2017
9301AD	3/7/2017 - 11/30/2017
9301AE	3/7/2017 - 11/30/2017
9400	12/1/2017 - 11/30/2018
9401AA	12/1/2017 - 11/30/2018
9401AB	12/1/2017 - 11/30/2018
9401AC	12/1/2017 - 11/30/2018
9401AD	12/7/2017 - 11/30/2018
9401AE	12/7/2017 - 11/30/2018
9401AF	5/30/2018 - 11/30/2018
9401AG	9/21/2018 - 11/30/2018
9500	12/1/2018 - 11/30/2019
9501AA	12/1/2018 - 11/30/2019
9501AB	12/21/2018 - 11/30/2019

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AMENDMENT/MODIFICATION NO.

12/21/2018 - 11/30/2019

12/1/2019 - 3/22/2020

12/1/2019 - 3/22/2020

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The following Clauses are incorporated by Reference:

### 52.247-34 F.O.B. DESTINATION (NOV 1991)

## 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:

Base/Option	Funding	CLIN	Period of Performance
Base	OPN, OMN, SCN, RDT&E	7100/9100	3/23/15 - 11/30/15
Option 1	OPN, OMN, SCN, RDT&E	7200/9200	12/1/15 - 11/30/16
Option 2	OPN, OMN, SCN, RDT&E	7300/9300	12/1/16 - 11/30/17
Option 3	OPN, OMN, SCN, RDT&E	7400/9400	12/1/17 - 11/30/18
Option 4	OPN, OMN, SCN, RDT&E	7500/9500	12/1/18 - 11/30/19
Option 5	OPN, OMN, SCN, RDT&E	7600/9600	12/1/19 - 3/22/20

<sup>\*</sup> If option is not exercised.

CONTRACT NO.

9501AC

9601AA

9600

N00178-04-D-4109

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

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

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

#### F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at NUWCDIVNPT in Newport, RI, the Contractor's facility or other locations as required by the Statement of Work and as directed by Technical Instructions. Travel to the following locations is anticipated:

Naval Submarine Bases (CONUS and OCONUS) Naval Engineering Logistics Office, Norfolk, VA Navy Yard, Washington, DC

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#### SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

#### 252.232-7006 Wide Area WorkFlow Payment Instructions.ste

#### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

#### Cost voucher

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

#### Not applicable

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N66604
Admin DoDAAC	S3309A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N66604
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA331
Other DoDAAC(s)	N/A

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.
  - (g) WAWF point of contact.

#### Ronald Preuhs (401) 832-3614 or ronald.preuhs@navy.mil

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

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

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

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

#### G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2012)

- (a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.
- (b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel that would constitute a change unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor unless the Contracting Officer or basic contract PCO has issued a formal modification.

(c) The Contracting Officer is:

Name: Chester Swiszcz

Telephone: Commercial 401-832-8409; DSN 432-8409 Fax Commercial: 401-832-4820; DSN: 432-4820

Email: chester.swiszcz@navy.mil

(d) The Task Order Negotiator is:

Name: Andrew Cumings

Telephone: Commercial 401-832-5231; DSN 432-5231 Fax Commercial: 401-832-4820; DSN: 432-4820

Email: andrew.cumings@navy.mil

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

Name: Carolyn Gillman

Telephone Commercial: 401-832-8444; DSN: 432-8444 Fax Commercial: 401-832-4820; DSN: 432-4820

Email: carolyn.gillman@navy.mil

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

Name: Ronald Preuhs

Code: 8541

Telephone: Commercial 401-832-3614; DSN 432-3614

Email: ronald.preuhs@navy.mil

Mailing Address:

Naval Undersea Warfare Center - Division Newport, 1176 Howell Street, Newport, RI 02841

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

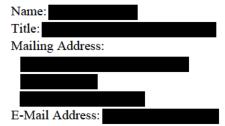


#### G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

- (a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.
- (b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:
- (1) All functions of FAR 42.302(a) except (3), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).
- (2) The function of FAR 42.302(b)(6).
- (c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Contracting Officer to delegate additional functions as necessary. The Contracting Officer may delegate authority by letter.

## G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

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



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

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

For Government Use Only						
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method	
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items  52.216-7, Allowable Cost and Payment  52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.	
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within	

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For Government Use Only						
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method	
					a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.	
52.232-1, Payments;  52.232-2, Payments under Fixed-Price Research and Development Contracts;  52.232-3, Payments under Personal Services Contracts;  52.232-4, Payments under Transportation Contracts and	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each	

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For Government Use Only						
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method	
Transportation- Related Services Contracts; and  52.232-6, Payments under Communication Service Contracts with Common Carriers					ACRN on the deliverable line or deliverable subline item for which payment is requested.	
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.	
52.232-16, Progress Payments	Progress Payment*	Х	Х	N/A	Contract-wide proration.	

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For Government Use Only						
Contract/Order Payment Clause	Type of Payment Request	Supply	Service	Construction	Payment Office Allocation Method	
					Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.	
52.232-29, Terms for Financing of Purchases of Commercial Items; 52.232-30, Installment Payments for Commercial Items	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).	
52.232-32, Performance-Based	Performance-Based Payments*	X	Х	N/A	Specified in approved	

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

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

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

Item Type\*

7000 Series CLINs CPFF 9000 Series CLINs CR

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

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Accounting Data

SLINID PR Number

Amount

710001 1300483236-00001

LLA :

AA 1751810 D6AB 000 41756 0 068941 2D 000000 410027600000

RCP N4175615WX50274 ACRN AA

710002 1300483240-00001

AB 1751804 DUG3 000 41756 0 068941 2D 000000 410027637000

RCP N4175615WX50007 ACRN AA

710003 1300483237-00001

LLA :

AC 1731611 H232 252 SB450 0 050120 2D 000000 A00002765168

RCP N0002413WX01499 ACRN AE

910001 1300483236-00002

LLA :

AA 1751810 D6AB 000 41756 0 068941 2D 000000 410027600000

RCP N4175615WX50274 ACRN AA

910002 1300483240-00002

AB 1751804 DUG3 000 41756 0 068941 2D 000000 410027637000

RCP N4175615WX50007 ACRN AA

1300483237-00002 910003

AC 1731611 H232 252 SB450 0 050120 2D 000000 A00002765168

RCP N0002413WX01499 ACRN AE

BASE Funding

Cumulative Funding

MOD 01 Funding

Cumulative Funding

MOD 02 Funding

Cumulative Funding

MOD 03 Funding

Cumulative Funding

MOD 04 Funding

Cumulative Funding

MOD 05

710004 130050841000001

AD 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002942088

910004 130050841000002

LLA :

AD 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002942088

MOD 05 Funding

Cumulative Funding

MOD 06

710002 130050840800001

LLA :

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AB 1751804 DUG3 000 41756 0 068941 2D 000000 410027637000 RCP N4175615WX50007 ACRN AA

910001 130051128700001

T.T.A :

AA 1751810 D6AB 000 41756 0 068941 2D 000000 410027600000 RCP N4175615WX50274 ACRN AA

910002 130050840800002

LLA :

AB 1751804 DUG3 000 41756 0 068941 2D 000000 410027637000 RCP N4175615WX50007 ACRN AA

910005 130050840900001

LLA :

AE 1751319 F4HA 000 41756 0 068941 2D 000000 410027685000

RCP: N4175615WX50009

ACRN: AA

MOD 06 Funding Cumulative Funding

MOD 07

7201AA 130053191000001

LLA :

AF 1761804 DUG3 253 41756 0 068941 2D 000000 410030099000 N4175616WX50017 AA

7201AB 130053462000001

LLA :

AA 1751810 D6AB 000 41756 0 068941 2D 000000 410027600000 N4175615WX50274 AA

9201AA 130053191000002

LLA :

AF 1761804 DUG3 253 41756 0 068941 2D 000000 410030099000 N4175616WX50017 AA

9201AB 130053462000002

LLA :

AA 1751810 D6AB 000 41756 0 068941 2D 000000 410027600000 N4175615WX50274 AA

MOD 07 Funding

Cumulative Funding

MOD 08 Funding Cumulative Funding

MOD 09

7201AC 130054731900001

LLA :

AF 1761804 DUG3 253 41756 0 068941 2D 000000 410030099000 RCP# N4175616WX50017 ACRN AA

9201AC 130054731900002

LLA :

AF 1761804 DUG3 253 41756 0 068941 2D 000000 410030099000 RCP# N4175616WX50017 ACRN AA

MOD 09 Funding

Cumulative Funding

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7201AD 130055131200001

LLA :

AG 1741611 H232 251 SB450 0 050120 2D 000000 A00003287580 RCP# N0002416WX00874 ACRN AF

7201AE 130055210200001

LLA :

AH 1741611 H232 251 SB450 0 050120 2D 000000 A00003294494 RCP# N0002416WX01024 ACRN AB

9201AD 130055131200002

LLA :

AG 1741611 H232 251 SB450 0 050120 2D 000000 A00003287580 RCP# N0002416WX00874 ACRN AF

9201AE 130055210200002

LLA :

AH 1741611 H232 251 SB450 0 050120 2D 000000 A00003294494 RCP# N0002416WX01024 ACRN AB

MOD 10 Funding

Cumulative Funding

MOD 11

7201AF 130056082100001

LLA :

AJ 97X4930 NH6A 251 77777 0 050120 2F 000000 A00003359844

MOD 11 Funding

Cumulative Funding

MOD 12

7201AG 130056899100001

LLA :

AF 1761804 DUG3 253 41756 0 068941 2D 000000 410030099000 RCP# N4175616WX50017 ACRN AA

7201AH 130056899300001

LLA :

AK 1761810 D6AB 253 41756 0 068941 2D 000000 410030090000 RCP# N4175616WX50383 ACRN AA

9201AF 130056899100002

LLA :

AF 1761804 DUG3 253 41756 0 068941 2D 000000 410030099000 RCP# N4175616WX50017 ACRN AA

MOD 12 Funding

Cumulative Funding

MOD 13

710001 1300483236-00001

LLA :

AA 1751810 D6AB 000 41756 0 068941 2D 000000 410027600000 RCP N4175615WX50274 ACRN AA

710002 130050840800001

LLA :

AB 1751804 DUG3 000 41756 0 068941 2D 000000 410027637000 RCP N4175615WX50007 ACRN AA

710003 1300483237-00001

LLA :

AC 1731611 H232 252 SB450 0 050120 2D 000000 A00002765168

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.
N00178-04-D-4109	N00178-04-D-4109-N417	36
RCP N0002413WX01499 ACRN	I AE	
710004 13005084100000	1	
LLA : AD 97X4930 NH6A 252 7777	77 0 050120 2F 000000 A00	002942088
910001 130051128700003 LLA :	1	
AA 1751810 D6AB 000 4175 RCP N4175615WX50274 ACRN	66 0 068941 2D 000000 410	027600000
RCF N4173013WA30274 ACRN	i An	
910002 130050840800002 LLA :	2	
	66 0 068941 2D 000000 410	027637000
RCP N4175615WX50007 ACRN	I AA	
910003 1300483237-000	02	
LLA: AC 1731611 H232 252 SB45	0 0 050120 2D 000000 A00	002765168
RCP N0002413WX01499 ACRN		
MOD 13 Funding -	<u> </u>	
Cumulative Funding		
MOD 14 Funding 0.00		
Cumulative Funding		
MOD 15		
7201AJ 13005684130000	1	
LLA : AI. 1761319 H7FN 251 SR41	.5 0 050120 2D 000000 A00	003419922
RCP N0002416WX01399 ACRN		003113322
9201AG 13005684130000	2	
LLA :		
AL 1761319 H7FN 251 SB41 RCP N0002416WX01399 ACRN	.5 0 050120 2D 000000 A00 IAA	003419922
MOD 15 Funding		
Cumulative Funding		
MOD 16		
710001 1300483236-0000	0.1	
LLA :	O.T.	
AA 1751810 D6AB 000 4175 RCP N4175615WX50274 ACRN	66 0 068941 2D 000000 410	027600000
NCF N41/3013WASUZ/4 ACRIV	ı nn	
710002 130050840800000 LLA :	1	
	66 0 068941 2D 000000 410	027637000
RCP N4175615WX50007 ACRN	I AA	
710003 1300483237-000	01	
LLA : AC 1731611 H232 252 SB45	0 0 050120 2D 000000 A00	002765168
RCP N0002413WX01499 ACRN		
	_	

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710004 130050841000001 LLA :

AD 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002942088

910001 130051128700001

LLA :

AA 1751810 D6AB 000 41756 0 068941 2D 000000 410027600000 RCP N4175615WX50274 ACRN AA

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910002 130050840800002

LLA :

AB 1751804 DUG3 000 41756 0 068941 2D 000000 410027637000 RCP N4175615WX50007 ACRN AA

910003 1300483237-00002

LLA :

AC 1731611 H232 252 SB450 0 050120 2D 000000 A00002765168 RCP N0002413WX01499 ACRN AE

910004 130050841000002

LLA :

AD 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002942088

910005 130050840900001

LLA :

AE 1751319 F4HA 000 41756 0 068941 2D 000000 410027685000

RCP: N4175615WX50009

ACRN: AA

MOD 16 Funding

MOD 17 Funding

Cumulative Funding

MOD 17

7201AF 130056082100001

LLA :

AJ 97X4930 NH6A 251 77777 0 050120 2F 000000 A00003359844

Cumulative Funding | MOD 18

7301AA 130060470300001

LLA :

AM 1771804 DUG3 253 41756 0 068941 2D 000000 410032879000 RCP# N4175617WX50040 ACRN AA

7301AB 130060508200001

LLA :

AK 1761810 D6AB 253 41756 0 068941 2D 000000 410030090000 RCP# N4175616WX50383 ACRN AA

9301AA 130060470300002

LLA :

AM 1771804 DUG3 253 41756 0 068941 2D 000000 410032879000 RCP# N4175617WX50040 ACRN AA

9301AB 130060508200002

LLA :

AK 1761810 D6AB 253 41756 0 068941 2D 000000 410030090000 RCP# N4175616WX50383 ACRN AA

MOD 18 Funding

Cumulative Funding

MOD 19

7301AC 130061793200001

LLA :

AM 1771804 DUG3 253 41756 0 068941 2D 000000 410032879000

7301AD 130061793300001

LLA :

AK 1761810 D6AB 253 41756 0 068941 2D 000000 410030090000

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9301AC 130061793300002

LLA :

AK 1761810 D6AB 253 41756 0 068941 2D 000000 410030090000

MOD 19 Funding

Cumulative Funding

MOD 20

7301AE 130062038100001

LLA :

AP 1751611 H232 251 SB450 0 050120 2D 000000 A00003807769

130062038200001

LLA :

AN 1751611 H232 251 SB450 0 050120 2D 000000 A00003807942

130062038100002

AP 1751611 H232 251 SB450 0 050120 2D 000000 A00003807769

130062038200002 9301AE

AN 1751611 H232 251 SB450 0 050120 2D 000000 A00003807942

MOD 20 Funding

Cumulative Funding

MOD 21

7301AG 130064808900001

AM 1771804 DUG3 253 41756 0 068941 2D 000000 410032879000

RCP: N4175617WX50040 ACRN AA

Cumulative Funding

MOD 21 Funding

MOD 22

9301AC 130061793300002

LLA :

AK 1761810 D6AB 253 41756 0 068941 2D 000000 410030090000

MOD 22 Funding

Cumulative Funding

MOD 23 Funding

Cumulative Funding

MOD 24

7401AA 130067937500001

LLA :

AQ 1781804 DUG3 253 41756 0 068941 2D 000000 41N000000437

RCP N4175618WX00077 ACRN AA

7401AB 130067937500003

LLA :

AK 1761810 D6AB 253 41756 0 068941 2D 000000 410030090000

RCP N4175616WX50383 ACRN AA

9401AA 130067937500002

AQ 1781804 DUG3 253 41756 0 068941 2D 000000 41N000000437

RCP N4175618WX00077 ACRN AA

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9401AB 130067937500004

LLA :

AK 1761810 D6AB 253 41756 0 068941 2D 000000 410030090000 RCP N4175616WX50383 ACRN AA

MOD 24 Funding

Cumulative Funding

MOD 25

7401AC 130068020400001

LLA :

AR 1761611 H232 251 SB450 0 050120 2D 000000 A00004266937

9401AC 130068020400002

LLA :

AR 1761611 H232 251 SB450 0 050120 2D 000000 A00004266937

MOD 25 Funding

Cumulative Funding

MOD 26

7401AD 130068039200001

LLA:

AS 1761611 H232 251 SB450 0 050120 2D 000000 A00004267772

7401AE 130068199800001

LLA

AT 1771810 D6AB 253 41756 0 068941 2D 000000 410032868000 RCP: N4175618WX00110, ACRN AA

9401AD 130068039200002

LLA :

AS 1761611 H232 251 SB450 0 050120 2D 000000 A00004267772

9401AE 130068199800002

LLA :

AT 1771810 D6AB 253 41756 0 068941 2D 000000 410032868000

RCP: N4175618WX00110, ACRN AA

MOD 26 Funding

Cumulative Funding

MOD 27

7401AF 130071152900001

LLA :

AQ 1781804 DUG3 253 41756 0 068941 2D 000000 41N000000437

RCP: N4175618WX00077 ACRN: AA

9401AF 130071152900002

LLA :

AQ 1781804 DUG3 253 41756 0 068941 2D 000000 41N000000437

RCP: N4175618WX00077 ACRN: AA

MOD 27 Funding

Cumulative Funding

MOD 28

7401AG 130072279900001

LLA :

AU 1771810 H2WM 251 SB415 0 050120 2D 000000 A00004579999

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9401AG 130072279900002

LLA :

AU 1771810 H2WM 251 SB415 0 050120 2D 000000 A00004579999

MOD 28 Funding

Cumulative Funding

MOD 29

7401AF 130071152900001

LLA :

AQ 1781804 DUG3 253 41756 0 068941 2D 000000 41N000000437

RCP: N4175618WX00077 ACRN: AA

MOD 29 Funding

Cumulative Funding

MOD 30

7501AA 130075393300001

LLA :

AV 1791804 DUG3 253 41756 0 068941 2D 000000 41N000008981

RCP N4175619WX00035 ACRN AA

9501AA 130075393300002

LLA :

AV 1791804 DUG3 253 41756 0 068941 2D 000000 41N000008981

RCP N4175619WX00035 ACRN AA

MOD 30 Funding

Cumulative Funding

MOD 31

7501AB 130075655200001

AW 1771611 H232 251 SB450 0 050120 2D 000000 A00004823078

RCP N0002419WX02343 ACRN AB

7501AC 130075655100001

LLA :

AX 1771611 H232 251 SB450 0 050120 2D 000000 A00004823076

RCP N0002418WX11648 ACRN AE

9501AB 130075655200002

AW 1771611 H232 251 SB450 0 050120 2D 000000 A00004823078

RCP N0002419WX02343 ACRN AB

9501AC 130075655100002

LLA :

AX 1771611 H232 251 SB450 0 050120 2D 000000 A00004823076

RCP N0002418WX11648 ACRN AE

MOD 31 Funding

Cumulative Funding

MOD 32

7201AA 130053191000001

LLA :

AF 1761804 DUG3 253 41756 0 068941 2D 000000 410030099000

N4175616WX50017 AA

7201AB 130053462000001

LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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AA 1751810 D6AB 000 41756 0 068941 2D 000000 410027600000 N4175615WX50274 AA

7201AC 130054731900001

LLA :

AF 1761804 DUG3 253 41756 0 068941 2D 000000 410030099000 RCP# N4175616WX50017 ACRN AA

7201AD 130055131200001

LLA :

AG 1741611 H232 251 SB450 0 050120 2D 000000 A00003287580 RCP# N0002416WX00874 ACRN AF

7201AE 130055210200001

LLA :

AH 1741611 H232 251 SB450 0 050120 2D 000000 A00003294494 RCP# N0002416WX01024 ACRN AB

7201AG 130056899100001

LLA :

AF 1761804 DUG3 253 41756 0 068941 2D 000000 410030099000 RCP# N4175616WX50017 ACRN AA

7201AH 130056899300001

LLA :

AK 1761810 D6AB 253 41756 0 068941 2D 000000 410030090000 RCP# N4175616WX50383 ACRN AA

7201AJ 130056841300001

T.T. A

AL 1761319 H7FN 251 SB415 0 050120 2D 000000 A00003419922 RCP N0002416WX01399 ACRN AA

7301AA 130060470300001

LLA :

AM 1771804 DUG3 253 41756 0 068941 2D 000000 410032879000 RCP# N4175617WX50040 ACRN AA

7301AB 130060508200001

LLA :

AK 1761810 D6AB 253 41756 0 068941 2D 000000 410030090000 RCP# N4175616WX50383 ACRN AA

7301AC 130061793200001

LLA :

AM 1771804 DUG3 253 41756 0 068941 2D 000000 410032879000

7301AD 130061793300001

LLA :

AK 1761810 D6AB 253 41756 0 068941 2D 000000 410030090000

7301AE 130062038100001

LLA :

AP 1751611 H232 251 SB450 0 050120 2D 000000 A00003807769

7301AF 130062038200001

LLA :

AN 1751611 H232 251 SB450 0 050120 2D 000000 A00003807942

7301AG 130064808900001

LLA :

AM 1771804 DUG3 253 41756 0 068941 2D 000000 410032879000 RCP: N4175617WX50040 ACRN AA

7401AA 130067937500001

LLA :

AQ 1781804 DUG3 253 41756 0 068941 2D 000000 41N000000437 RCP N4175618WX00077 ACRN AA

7401AB 130067937500003

CONTRACT NO. N00178-04-D-4109	DELIVERY ORDER NO. N00178-04-D-4109-N417	AMENDMENT/MODIFICATION NO. 36
LLA: AK 1761810 D6AB 253 41750 RCP N4175616WX50383 ACRN		10030090000
7401AC 130068020400001	-	_
AR 1761611 H232 251 SB450	0 0 050120 2D 000000 A	00004266937
7401AD 130068039200001 LLA: AS 1761611 H232 251 SB45		00004267772
7401AE 130068199800001		
LLA: AT 1771810 D6AB 253 41750 RCP: N4175618WX00110, ACR		10032868000
7401AF 130071152900001		
LLA : AQ 1781804 DUG3 253 41750 RCP: N4175618WX00077 ACRI		1N000000437
7401AG 130072279900001 LLA:		
AU 1771810 H2WM 251 SB41	5 0 050120 2D 000000 A	00004579999
9201AA 130053191000002 LLA:	2	
AF 1761804 DUG3 253 41750 N4175616WX50017 AA	6 0 068941 2D 000000 4:	10030099000
9201AB 130053462000002 LLA: AA 1751810 D6AB 000 41750		10027600000
N4175615WX50274 AA	0 0 0003 11 22 000000 1	1002,000000
9201AC 130054731900002 LLA:	2	
AF 1761804 DUG3 253 41750 RCP# N4175616WX50017 ACI		10030099000
9201AD 130055131200002 LLA:	2	
AG 1741611 H232 251 SB450 RCP# N0002416WX00874 AC		00003287580
9201AE 130055210200002 LLA:	2	
AH 1741611 H232 251 SB45 RCP# N0002416WX01024 ACI		00003294494
9201AF 130056899100002 LLA:	2	
AF 1761804 DUG3 253 41750 RCP# N4175616WX50017 ACI		10030099000
9201AG 130056841300002 LLA:	2	
AL 1761319 H7FN 251 SB411 RCP N0002416WX01399 ACRN		00003419922
9301AA 130060470300002 LLA:	2	
AM 1771804 DUG3 253 41756 RCP# N4175617WX50040 ACRI		10032879000
9301AB 130060508200002 LLA:	2	
AK 1761810 D6AB 253 41750		10030090000

RCP# N4175616WX50383 ACRN AA

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9301AC 130061793300002

LLA :

AK 1761810 D6AB 253 41756 0 068941 2D 000000 410030090000

9301AD 130062038100002

LLA :

AP 1751611 H232 251 SB450 0 050120 2D 000000 A00003807769

9301AE 130062038200002

LLA :

AN 1751611 H232 251 SB450 0 050120 2D 000000 A00003807942

9401AA 130067937500002

LLA

AQ 1781804 DUG3 253 41756 0 068941 2D 000000 41N000000437 RCP N4175618WX00077 ACRN AA

9401AB 130067937500004

LLA :

AK 1761810 D6AB 253 41756 0 068941 2D 000000 410030090000 RCP N4175616WX50383 ACRN AA

9401AC 130068020400002

LLA :

AR 1761611 H232 251 SB450 0 050120 2D 000000 A00004266937

9401AD 130068039200002

LLA :

AS 1761611 H232 251 SB450 0 050120 2D 000000 A00004267772

9401AE 130068199800002

LLA :

AT 1771810 D6AB 253 41756 0 068941 2D 000000 410032868000 RCP: N4175618WX00110, ACRN AA

9401AF 130071152900002

LLA

AQ 1781804 DUG3 253 41756 0 068941 2D 000000 41N000000437

RCP: N4175618WX00077 ACRN: AA

9401AG 130072279900002

LLA :

AU 1771810 H2WM 251 SB415 0 050120 2D 000000 A00004579999

MOD 32 Funding

Cumulative Funding

MOD 33

7501AD 130078403700001

LLA :

AY 1781319 H7FN 251 SB415 0 050120 2D 000000 A00005034932

MOD 33 Funding

Cumulative Funding

MOD 34

7501AE 130079615900001

LLA :

AV 1791804 DUG3 253 41756 0 068941 2D 000000 41N000008981

RCP N4175619WX00035 ACRN AA

MOD 34 Funding

Cumulative Funding

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MOD 35 Funding Cumulative Funding

MOD 36

7601AA 130082111500001

LLA :

AZ 1701804 DUG3 253 41756 0 068941 2D 000000 41N000017382 RCP# N4175620WX00081 ACRN AA

9601AA 130082111500002

LLA :

AZ 1701804 DUG3 253 41756 0 068941 2D 000000 41N000017382 RCP# N4175620WX00081 ACRN AA

MOD 36 Funding Cumulative Funding

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## 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 **93,500** 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 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in <u>direct</u> support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended evenly over the period of 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

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Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.
- (h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted:
  - (1) the total number of man-hours of direct labor expended during the applicable period;
  - (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs;
  - (3) a breakdown of other costs incurred; and
  - (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun;
  - (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.
- (i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.
- (j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract. (k) The level of effort for each Contract Line Item Number (CLIN) for this task order is estimated to be performed 55% on-site Government facilities and 45% off-site Contractor facilities.

<u>CLIN</u>	Base/Option	n Hours
7100	Base	14,668
7200	Option 1	18,700
7300	Option 2	18,700
7400	Option 3	18,700
7500	Option 4	18,700
7600	Option 5	4,032

#### 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

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\$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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

**GIDEP Operations Center** 

P.O. Box 8000

Corona, CA 92878-8000 Phone: (951) 898-3207 FAX: (951) 898-3250

Internet: http://www.gidep.org

## 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	TOTAL AMOUNT ALLOTTED	ESTIMATED PERIOD OF PERFORMANCE
710001				03/23/15 - 11/30/15
710002				03/23/15 - 11/30/15
710003				03/23/15 - 11/30/15
910001				03/23/15 - 11/30/15
910002				03/23/15 - 11/30/15
910003				03/23/15 - 11/30/15
710004				Mod 05 - 11/30/15
910004				Mod 05 - 11/30/15
710002				Mod 06 - 11/30/15
910001				Mod 06 - 11/30/15
910002				Mod 06 - 11/30/15
910005				Mod 06 - 11/30/15
710001				Mod 13 Deob
710002				Mod 13 Deob
710003				Mod 13 Deob
710004				Mod 13 Deob
910001				Deob
910002				Mod 13 Deob
910003				Mod 13 Deob
710001				Mod 16 Deob
710002				Mod 16 Deob
710003				Mod 16 Deob
710004				Mod 16 Deob
910001				Mod 16 Deob
910002				Mod 16 Deob
910003				Mod 16 Deob
910004				Mod 16 Deob
910005				Mod 16 Deob

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- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) The following CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20): All priced SLINs under informational CLINs 7201, 7301, 7401, 7501, 7601, 9201, 9301, 9401, 9501 and 9601.
- (d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### NOTE: KEY PERSONNEL

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

	- 11	
Name	Company	Labor Category

## 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

The Government will provide only that property set forth in Attachment # 2, notwithstanding any term or

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condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the items listed in Attachment # 2 for use in the performance of this contract.

#### H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

#### H81X TRAVEL RESPONSIBILITIES (OCT 2011)

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

## H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

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

Wage Determination #: 2015-4089

Revision: 8

Area: Rhode Island, Statewide

The above Wage Determinations (WD) can be accessed from the following website: http://www.wdol.gov/Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows (these answers are applicable to this solicitation):

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

The site will provide the appropriate WD.

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- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
- 52.209-6 PROTECTING THE GOVERNMENT INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)
- **52.222-3 CONVICT LABOR (JUN 2003)**
- 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)
- 52.222-19 CHILD LABOR COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2012)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- **52.222-26 EQUAL OPPORTUNITY (MAY 2007)**
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
- 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)

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52.225-13 RESTIRCTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)							
52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)							
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)							
52.227-11 PATENT RI	GHTS - OWNERSHIP BY	THE CONTRACTOR (DEC 2007	)				
52.232-20 LIMITATION	OF COST (APR 1984)						
52.232-22 LIMITATION	N OF FUNDS (APR 1984)						
52.232-39 UNENFORCE	EABILITY OF UNAUTHORI	ZED OBLIGATIONS (JUN 2013)					
52.233-3 ALTERNATE	E I PROTEST AFTER AWA	ARD (JUN 1985)					
52.233-4 APPLIABLE	LAW FOR BREACH OF CO	ONTRACT CLAIM (OCT 2004)					
52.237-2 PROTECTION	N OF GOVERNMENT BUILI	DINGS, EQUIPMENT, AND VEGI	ETATION (	APR 1984)			
52.242-1 NOTICE OF I	NTENT TO DISALLOW CO	STS (APR 1984)					
52.244-6 SUBCONTRA	ACTS FOR COMMERCIAL I	TEMS (DEC 2010)					
52.245-1 GOVERNME	NT PROPERTY (AUG 2010)						
52.245-9 USE AND CH	ARGES (APR 2012)						
52.251-1 GOVERNME	NT SUPPLY SOURCES (AU	G 2010)					
52.246-23 LIMITATION	N OF LIABILITY (FEB 1997)	)					
52.246-25 LIMITATION	N OF LIABILITY-SERVICES	(FEB 1997)					
DFARS:							
252.201-7000 CONTRA	ACTING OFFICER'S REPRES	SENTATIVE (DEC 1991)					
252.203-7000 REQUIRE 2011)	EMENTS RELATING TO CO	MPENSATION OF FORMER DOI	OFFICIA	LS (SEP			
252.203-7003 AGENCY	OFFICE OF THE INSPECTO	OR GENERAL (DEC 2012)					
252.204-7000 DISCLOS	URE OF INFORMATION (A	.UG 2013)					
252.204-7003 CONTRO	L OF GOVERNMENT PERS	ONNEL WORK PRODUCT (APR	1992)				
252.204-7004 ALTERNAT	ΓΕ A SYSTEM FOR AWARI	D MANAGEMENT (MAY 2013)					
252.204-7005 ORAL A	ITESTATION OF SECURITY	Y RESPONSIBILITIES (NOV 2001	.)				
252.211-7003 ITEM ID	DENTIFICATION AND VALU	JATION (AUG 2008)					

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252.211-7007	REPORTING OF GOVERNMENT FURNISHED PROPERTY (AUG 2012)
252.219-7003 2013-O0014 (A	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) DEVIATION AUG 2013)
252.222-7006 2010)	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
252.227-7013	RIGHTS IN TECHNICAL DATA NONCOMMERCIAL ITEMS (MAR 2011)
252.227-7014 SOFTWARE I	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL DOCUMENTATION (FEB 2014)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION WITH RESTRICTIVE LEGENDS (MAR 2011)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO GOVERNMENT (JUN 1995)
252.227-7030	TECHNICAL DATA—WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)
252.227-7039	PATENTS REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.235-7010	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)
252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (FEB 2011)
252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011)
252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

AMENDMENT/MODIFICATION NO.

FINAL

The following Clauses are incorporated by Full Text:

CONTRACT NO.

DELIVERY ORDER NO.

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

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- (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 System for Award Management database via <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—
- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-
- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

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## **VARIATION**)

(SEP 2009)

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

Option No.	CLIN	Fund Type	Exercise Date-No Later Than
1	7100	All	12-Mar-16
2	7200	All	12-Mar-17
3	7300	All	12-Mar-18
4	7400	All	12-Mar-19

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

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

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

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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

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## EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

## **GOVERNMENT EQUIVALENT GS LEVELS:**

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

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

#### 52.244-2 SUBCONTRACTS (OCT 2010)

- (a) Definitions. As used in this clause—
- "Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)
- "Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.
- "Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-
  - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - (2) Is fixed-price and exceeds—
    - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
    - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: <u>Any new subcontractors performing level of effort not approved in the original task order award.</u>
- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
  - (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the type of subcontract to be used.

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- (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.
- (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:

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252.204-7012 Safeguarding of Unclassified Controlled Technical Information.

## SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

- (a) Definitions. As used in this clause—
- "Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.
- "Attribution information" means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).
- "Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.
- "Contractor information system" means an information system belonging to, or operated by or for, the Contractor.
- "Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.
- "Cyber incident" means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.
- "Exfiltration" means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.
- "Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.
- "Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.
  - (b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—
    - (1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—
      - (i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table: or

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- (ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—
  - (A) The required security control identified in the following table is not applicable; or
  - (B) An alternative control or protective measure is used to achieve equivalent protection.
- (2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<a href="http://csrc nist.gov/publications/PubsSPs html">http://csrc nist.gov/publications/PubsSPs html</a>).)

Access Control	Audit & Accountability	Identification and	Media Protection	System & Comm  Protection
		<u>Authentication</u>		Protection
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
			Physical and	
			<u>Environmental</u>	
AC-6	AU-7		Protection	SC-8(1)
AC-7	AU-8	Incident Response	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
	Configuration			
AC-18(1)	Management	IR-5		SC-28
			Program	
AC-19	CM-2	IR-6	Management	
				System &
				<u>Information</u>
AC-20(1)	CM-6		PM-10	<u>Integrity</u>
AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	Risk Assessment	SI-3
		MA-5	RA-5	SI-4
Awareness &				
Training	Contingency Planning	MA-6		
AT-2	CP-9			

Legend:

AC: Access Control MA: Maintenance

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AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

- (c) *Other requirements*. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.
- (d) Cyber incident and compromise reporting.
  - (1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<a href="http://dibnet.dod.mil/">http://dibnet.dod.mil/</a>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:
    - (i) Data Universal Numbering System (DUNS).
    - (ii) Contract numbers affected unless all contracts by the company are affected.
    - (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
    - (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
    - (v) Contracting Officer point of contact (address, position, telephone, email).
    - (vi) Contract clearance level.
    - (vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.
    - (viii) DoD programs, platforms or systems involved.
    - (ix) Location(s) of compromise.
    - (x) Date incident discovered.
    - (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
    - (xii) Description of technical information compromised.
    - (xiii) Any additional information relevant to the information compromise.
  - (2) Reportable cyber incidents. Reportable cyber incidents include the following:
    - (i) A cyber incident involving possible exfiltration, manipulation, or other

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loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

- (ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.
- (3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).
- (4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—
  - (i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;
  - (ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and
  - (iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.
- (5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.
- (e) *Protection of reported information*. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.
- (f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

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(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph

(g), in all subcontracts, including subcontracts for commercial items.

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

- (a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at <a href="http://guidebook.dcma.mil/20/guidebook">http://guidebook.dcma.mil/20/guidebook</a> process htm (paragraph 4.2).
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall:
  - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
  - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:	
Facility:	
Military or Federal	
Specification or Standard:	
Affected Contract Line Item	
Number Cubling Item Number	

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Component	or Element:		
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- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror:
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

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## SECTION J LIST OF ATTACHMENTS

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

Attachment 1 - DD254 Contract Security Classification Specification

Attachment 2 - Government Property Made Available (GFP)

Attachment 3 - Performance Requirements Summary (PRS) Table