

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE 04-Sep-2019		4. REQUISITION/PURCHASE REQ. NO. 1300808016		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NUWC, NEWPORT DIVISION 1176 Howell Street, Building 1258 Newport RI 02841-1708 brenda.hargrow@navy.mil 401-832-1527		CODE N66604		7. ADMINISTERED BY (If other than Item 6) DCMA LONG ISLAND 605 STEWART AVENUE GARDEN CITY NY 11530-4761		CODE S3309A SCD: C	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 250px; height: 15px;"></div>			9A. AMENDMENT OF SOLICITATION NO.				
			9B. DATED (SEE ITEM 11)				
			10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4109 / N6660417F3010				
			10B. DATED (SEE ITEM 13) 22-Sep-2017				
CAGE CODE 52644		FACILITY CODE		[X]			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral: See page 2 for details
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) <div style="background-color: black; width: 100%; height: 100%;"></div>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JESSICA L SHIELDS, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 03-Sep-2019	16B. UNITED STATES OF AMERICA BY <u>/s/JESSICA L SHIELDS</u> <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED 04-Sep-2019
<div style="background-color: black; width: 100%; height: 100%;"></div> <small>(Signature of person authorized to sign)</small>			

NSN 7540-01-152-8070
 PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.243

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GENERAL INFORMATION

Distribution: KR, 0121, DFAS-HQ0337, 1021/G. Montague

NUWCDIVNPT Control #: 193499

NUWCDIVNPT Requisition #: 1300808016

NUWCDIVNPT POC: Brenda D. Hargrow (See cover page for e-mail address and telephone number.)

Additional Authorities: 52.217-9 "Option to Extend the Term of the Contract (MAR 2000) (NAVSEA VARIATION) (SEP 2009)", FAR 52.232-22 'Limitation of Funds'.

The purpose of this modification is to:

1. Exercise Option #6 (CLINs 8300/9300) with a Period of Performance of 09/25/2019 through 09/24/2020.
2. Provide additional funding.
3. Update and add clauses as detailed below.

NOTE: Services shall not be performed or invoiced for Option #6 prior to 09/25/2019.

SECTION B:

1. Establish New Informational SLINs 830001 and 930001.

SECTION G:

1. Accounting and Appropriate Data LLA's AD/830001 and AD/930001 are added by this modification.

SECTION I -

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

SECTION J:

1. Rhode Island Wage Determination #2015-4089 Rev. 11, dated 16 July 2019 is updated.

As a result of the above exercising of Option #6 the total awarded value of this task order is increased from [REDACTED] **by** [REDACTED] **to** [REDACTED]

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 FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		Code 10; Facilities Support Services (FFP)				
8100	R499	Base Period; 5 FTEs; SOW Tasks 4.1 thru 4.6 (WCF)	12.0	MO		
810001	R499	AA [REDACTED] FY of Funding: N/A, Type of Money:WCF, Customer Code:1154, Sponsor: NUWC DIVNPT, Code 1154 (WCF)				
8101	R499	Surge CLIN - Option 1; 1 FTE of Drafter/CAD Operator I or equivalent;SOW tasks 4.1 thru 4.6 (WCF)	12.0	MO		
		Option				
8102	R499	Surge CLIN - Option 2; 0.6 FTE of Engineering Technician II/III or equivalent; SOW tasks 4.5 thru 4.6 (WCF)	12.0	MO		
		Option				
8200	R499	Option 3 LABOR; 3 FTEs; SOW Tasks 4.1 thru 4.6 (WCF)	12.0	MO		
820001	R499	AB [REDACTED] FY of Funding: N/A, Type of Money: WCF, Customer Code: 1021, Sponsor: NUWC DIVNPT, Code 1021 (WCF)				
8201	R499	Reserved (WCF)	0.0	MO		
		Option				
8202	R499	Reserved (WCF)	0.0	MO		
		Option				
8210	R499	Revised Option 3 LABOR due to change in the demand signal; 5.52 FTEs; SOW Tasks 4.1 through 4.6 (WCF)	8.0	MO		
821001	R499	AC [REDACTED] FY of Funding: N/A, Type of Funds: OH; Customer Code 1021; Sponsor: NUWC DIVNPT, Code 1021 (WCF)				
8300	R499	Option 6 LABOR; 5.78 FTEs; SOW Tasks 4.1 thru 4.6 (WCF)	12.0	MO		
830001	R499	AD [REDACTED] FY of Funding: N/A, Type of Money: WCF, Customer Code: 1021, Sponsor: NUWC DIVNPT, Code 1021 (WCF)				
8301	R499	Reserved (WCF)	0.0	MO		
		Option				
8302	R499	Reserved (WCF)	0.0	MO		
		Option				

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8400	R499	Option 9 LABOR; 5.78 FTEs; SOW Tasks 4.1 thru 4.6 (WCF) Option	12.0	MO		
8401	R499	Reserved (WCF) Option	0.0	MO		
8402	R499	Reserved (WCF) Option	0.0	MO		
8500	R499	Option 12 LABOR; 5.78 FTEs; SOW Tasks 4.1 thru 4.6 (WCF) Option	12.0	MO		
8501	R499	Reserved (WCF) Option	0.0	MO		
8502	R499	Reserved (WCF) Option	0.0	MO		
8999	R499	CDRLs in support of 8000 Series CLINs. Not Separately Priced (NSP). (WCF) Option	1.0	LO		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		ODCs; Cost Only Prime and Subcontractor Travel and Materials (with burdens, no fee)			
9100	R499	Base ODCS IN SUPPORT OF CLINs 8100, 8101,and 8102 (WCF)	1.0	LO	
910001	R499	AA [REDACTED] FY of Funding: N/A, Type of Money:WCF, Customer Code:1154, Sponsor: NUWC DIVNPT, Code 1154; (WCF)			
9200	R499	ODCS in support of CLINs 8200 and 8210 (WCF)	1.0	LO	
920001	R499	AB [REDACTED] FY of Funding: N/A, Type of Money: WCF, Customer Code: 1021, Sponsor: NUWC DIVNPT, Code 1021 (WCF)			
9300	R499	ODCS IN SUPPORT OF CLIN 8300 (WCF)	1.0	LO	
930001	R499	AD [REDACTED] FY of Funding: N/A, Type of Money: WCF, Customer Code: 1021, Sponsor: NUWC DIVNPT, Code 1021 (WCF)			
9400	R499	ODCS IN SUPPORT OF CLIN 8400 (WCF) Option	1.0	LO	
9500	R499	ODCS IN SUPPORT OF CLIN 8500 (WCF) Option	1.0	LO	

The following Clauses are incorporated by Full Text:

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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

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

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

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

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

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

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

(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-2-0023 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST/FIXED PRICE) (FEB 1997)

This contract includes the following mixture of cost reimbursement and fixed price line items:

8100 Firm Fixed Price (FFP)
8101 Firm Fixed Price (FFP)
8102 Firm Fixed Price (FFP)

8200 Firm Fixed Price (FFP)

8210 Firm Fixed Price (FFP)

8300 Firm Fixed Price (FFP)

8400 Firm Fixed Price (FFP)

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8500 Firm Fixed Price (FFP)

8999 Not Separately Priced

9100 - 9500 Cost Reimbursement (Cost Only)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

Facility Support Services

1.0 BACKGROUND

The Naval Undersea Warfare Center Division, Newport (NUWCDIVNPT) provides research, development, test and evaluations, engineering and fleet support for submarines, autonomous underwater systems, undersea offensive and defensive weapons systems on a 190 acre facility including 85 buildings and facilities. Code 1021, Infrastructure Division – Facilities Branch, is responsible for all building maintenance and operations functions, building renovation projects, Military Construction (MILCON) planning and construction, and Navy directed Energy Program projects center-wide. Code 1021 is also responsible for Space Management, Parking Allocation, and the tracking and control associated with these particular programs.

2.0 SCOPE

The contractor shall provide Code 1021, the Facilities Infrastructure Branch with technical services in support of new projects initiated by Center Management and product line code work requests. The Facilities Infrastructure Branch includes: Infrastructure development through implementation of MILCONS, support services for the design and engineering program for new and altered facilities and equipment installations, physical plant configuration management, energy awareness programs and initiatives, space planning and parking allocation program, financial support for Code 102 Budget Program and support for the Maintenance and Operations Program.

The contractor shall provide the necessary resources to execute the tasks in the SOW paragraphs 4.0 through 5.0 utilizing the Applicable Documents in Paragraph 3.0 and the Government Furnished Information in paragraph 6.0 in support of the Facilities Branch. The contract tasks include:

- Providing Logistics support services
- Drafting of Conceptual Drawing in AUTOCAD
- Drafting of Construction Drawing in AUTOCAD
- Project Implementation and Logistics support
- Support for the Space Planning program utilizing the Government owned software ARCHIBUS and AUTOCAD.
- Providing support for the MILCON Program Facilities Planning
- Technical support for all aspects of the Maintenance & Operations to include tracking of programs provided by Naval Station Newport Public Works Department
- Providing Technical support of the Energy Program
- Providing financial documentation for cost transfers, tracking of funds and spend rate for functions performed by Naval Station Newport.

NOTE: NUWCDIVNPT is supported by the Naval Station Newport for all NAVFAC functions such as Public Works Department support, crane support services, maintenance services, and maintenance construction contracts. Code 1021 is responsible for managing the proper execution of these tasks for

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NUWCDIVNPT.

This effort falls under the scope of the Seaport-e contract basic statement of work paragraphs: 3.17, 3.20 and 3.21.

Code 1021 operates on Navy Working Capital Overhead funding.

3.0 APPLICABLE DOCUMENTS

The contractor shall use the most current version of the below documents which are available on NUWCDIVNPT intranet and within the Code 1021 library.

APPLICABLE DOCUMENT	SECTION REFERENCE
3.1 NFPA-70 National Electrical Code	4.1, 4.2, 4.3, 4.4, 4.6
3.2 NFPA-101 Life Safety Code	4.1, 4.2, 4.3, 4.4, 4.6
3.3 R.S. Means Facilities Estimating Guides	4.1, 4.2, 4.3, 4.4, 4.6
3.4 SPECS INTACT (Software program for contract specifications)	4.1, 4.2, 4.3, 4.4, 4.6
3.5 Occupational Safety & Health Administration (OSHA) for General Industry	4.1, 4.2, 4.3, 4.4, 4.6
3.6 International Building code (IBC)	4.1, 4.2, 4.3, 4.4, 4.6
3.7 Americans with Disabilities Act (ADA) Compliance	4.1, 4.2, 4.3, 4.4, 4.6
3.8 National Fire Codes and Standards	4.1, 4.2, 4.3, 4.4, 4.6
3.9 Unified Facilities Guide specifications (UFGS)	4.1, 4.2, 4.3, 4.4, 4.6
3.10 Unified Federal Accessibility Standards (UFAS)	4.1, 4.2, 4.3, 4.4, 4.6
3.11 Architectural Graphic Standards	4.1, 4.2, 4.3, 4.4, 4.5, 4.6
3.12 Navy Facilities Planning Guidelines	4.1, 4.2, 4.3, 4.4, 4.5, 4.6
3.13 Unified Facilities Criteria (UFC)	4.1, 4.2, 4.3, 4.4, 4.5, 4.6
3.14 NUWCDIVINST 11300.1E Energy Conservation Program	4.1, 4.2, 4.3, 4.4, 4.5, 4.6
3.15 OPNAVINST 4100.5D Energy Management	4.1, 4.2, 4.3, 4.4, 4.5, 4.6
3.16 Code 1021 Documents Library	4.1, 4.2, 4.3, 4.4, 4.5, 4.6
3.17 Code 1021 Engineering Program Manual	4.1, 4.2, 4.3, 4.4, 4.5, 4.6
3.18 Code 1021 Space Allocation and Parking Program Manual	4.1, 4.2, 4.3, 4.4, 4.5, 4.6
3.19 Code 1021 Maintenance & Operations Program Manual	4.1, 4.2, 4.3, 4.4, 4.5, 4.6
3.20 Code 1021 Draft Strategic Energy Management Plan Newport/Keyport	4.1, 4.2, 4.3, 4.4, 4.6, 4.6
3.21 Navy's Shore Infrastructure Plans	4.6
3.22 Navy models for readiness scoring	4.6
3.23 OPNAVINST 11010.20H Navy Facilities Projects	4.6

4.0 REQUIREMENTS

The contractor shall perform the tasks delineated in section 4.1 through 4.7 in accordance with the Applicable documents listed in section 3.1 through 3.23 using Government Furnished Information listed in section 6.1 through 6.24.

4.1 Logistic Activities:

The contractor shall:

- a. Provide logistic and data collection services in support of all departmental Program Functions

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- b. Attend informational meetings with the project engineer.
- c. Review existing drawings for data relating to existing conditions as it pertains to a project.
- d. Prepare preliminary rough draft drawings/findings applicable to a project.
- e. Utilizing GFI develop a Rough Order of Magnitude (ROM) cost estimate for a proposed project.
- f. Document the results of data collection and meeting and deliver results to the Project Engineer.

4.1.1 Deliverable: The contractor shall deliver draft drawings and findings, including collected data and meeting results in accordance with CDRL A001 and ROM Cost Estimates in accordance with CDRL A008.

4.2 Drawings:

The contractor shall:

- a. Create draft conceptual and construction drawings in a NUWC compatible CAD format, currently AutoCAD 2012* provided as GFP (*Note: Newer version of AutoCAD may be used as it is approved by NMCI).
- b. Compile draft specifications applicable to a project using the Applicable Document Sec. 3.4 -SpecsIntact Program.
- c. Attend follow-on informational project meetings.
- d. Revise and update the ROM cost estimates
- e. File electronic copies of the drawings within the NUWC Facilities Archive database.
- f. Maintain and file hard copies of all drawings in the Code 1021 drawing files library.

4.2.1 Deliverable: The contractor shall deliver draft construction drawings, documentation of specifications, in accordance with CDRL A002 and A003 and revised ROM cost estimates to the Project Engineer in accordance with CDRL A008.

4.3 Project Implementation:

The contractor shall:

- a. Provide logistics support in the implementation of a project as follows:
 - i. Verify that the proposed product submittals provided to the Government by the successful bidder for a construction project are consistent with what the design engineer specified within the construction bid package.
 - ii. Notify the project engineer of discrepancies from the contract/design drawings on the day of the finding.
 - iii. Track project status to ensure critical completion time tolerances will be met.

4.3.1 Deliverable: The contractor shall provide project implementation report and findings and status in accordance with CDRL A004.

4.4 ARCHIBUS Database and Documentation Maintenance:

The contractor shall:

- a. Verify, update, and maintain data (including changes) required for facilities management and the Space Allocation Program.

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- b. Post updated information to the Code 1021 webpage.
- c. Integrate the final AutoCAD-developed drawings provided by the Government with the ARCHIBUS database.
- d. Generate and provide ARCHIBUS reports on facilities elements
- e. Maintain the ARCHIBUS database to provide real-time management information which is continually being updated.
- f. Maintain site maps and building drawings using AutoCAD 2012 or latest version.
- g. Adjust parameters in the ARCHIBUS database to accept new versions of AutoCAD provided as GFP.
- h. Generate and provide ARCHIBUS database quarterly reports.

4.4.1 Deliverable: The contractor shall provide project implementations in accordance with CDRL A005 and individual reports on CDRL A006.

4.5 MILCON Documentation and Planning Function:

The contractor shall:

- a. Prepare Facility Project Documentation for input into the Naval Facilities Engineering Command (NAVFAC) Electronic Programming Guide (EPG) online database.
- b. Prepare the Economic Analyses for proposed MILCON projects utilizing PC ECONPACK analysis software (provided as GFI, Sec 6.20), update Facilities Planning Documentation, updating Basic Facilities Requirements and the MILCON integrated priorities list using the NAVFAC Internet Naval Facilities Assets Data Store (iNFADS) database GFI sec. 6.21.
- c. Using GFI 6.20 through 6.23, generate draft project budget estimates as related to MILCON and Planning projects.
- d. Develop draft conceptual site and floor plans, and develop and update draft project briefs in Power Point related to MILCON and Planning projects.
- e. Ensure NUWCDIVNPT's MILCON projects are in compliance with current documentation requirements per applicable document 3.23.
- f. Performance of project self-ratings using applicable documents, Sec 3.22.
- g. Ensure that NAVFAC databases containing NUWC occupied buildings are accurate and up to date.

4.5.1 Deliverable: The contractor shall deliver technical reports in accordance with CDRL A007.

The contractor shall deliver revisions to documents in accordance with CDRL A008. The contractor shall deliver presentation materials in accordance with CDRL A009.

4.6 Maintenance and Operations, Finance and Energy Program Activities:

The contractor shall:

- a. Provide financial budgeting and tracking support for facilities maintenance services.
- b. Provide reports for budget tracking and cost transfers utilized by NUWCDIVNPT Code 01 to bill internal customers for non-maintenance facilities work performed by NAVSTA.
- c. Provide information tracking for the Weight Handling Equipment Management Information System (WHEMIS) (GFI sec 6.19) as part of the Navy's crane safety program.
- d. Provide energy consumption data gathering and tracking services as part of the SECNAV/NUWCDIVNPT energy reduction goals in accordance with applicable document

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3.14, 3.15, and 3.20.

- e. Provide reports and graphics from information gathered in 4.6.d.
- f. Report to the Facilities Maintenance and Operations Division which jobs within the service calls, work requests, and routine scheduled maintenance work are complete or require scheduling efforts.
- g. Provide inspection, reporting and record keeping services for functions that fall under Code 1021 responsibility, such as fire extinguisher monthly inspections, emergency and exit lighting inspections and battery replacement, service call trouble shooting, remediation and documentation.

4.6.1 Deliverable: The contractor shall deliver drafts, updates, and revisions to budget estimate documents in accordance with CDRL A00A. The contractor shall deliver technical reports for financial tracking, energy and maintenance and operations in accordance with CDRL A00B. The contractor shall deliver reports and graphics for financial tracking and energy consumption in accordance with CDRL A00C.

5.0 PROGRESS REPORTS

RESERVED

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Government Furnished Information will be provided upon award of task order and as it becomes available. GFI shall be returned to the Government at the end of the performance period. Government furnished property (GFP) is attached separately.

6.1 Rough Project Planning Schedules

6.2 Rough Budget Constraints

6.3 Approved Major Repair Projects (MRP)

6.4 Capital Investment Projects (CIP)

6.5 Work Requests

6.6 Code 1021 Documents Library

6.7 Office Move Forms

6.8 Proposed MILCON Projects

6.9 NAVFAC MAXIMO Database

6.10 Code 1021 Engineering Program Manual

6.11 Code 1021 Space Allocation and Parking Program Manual

6.12 Code 1021 Maintenance & Operations Program Manual

6.13 ARCHIBUS Database

6.14 Final Drawing packages

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6.15 BIMS (Business Management Information Systems) Database

6.16 EBIS Database

6.17 TEAM (Task Execution And Management Model)Database

6.18 ERP Database

6.19 WHEMIS Database

6.20 NAVFAC EPG - Database (includes PC ECONPACK)

6.21 NAVFAC INFADS Database

6.22 CNI Facilities Readiness Evaluation System (FRES) Database

6.23 NAVFAC Contracts

6.24 Service Call Database

7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports and review of deliverables. The contractor's performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the specific performance standards identified in the Performance Requirements Summary (PRS) Table, attachment 1 to the SOW. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to negotiated costs.

The following Clauses are incorporated by Full Text:

CONTRACTOR MANPOWER REPORTING APPLICATION (ECRMA) LANGUAGE

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division, Newport, RI (N66604) via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time

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during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

HQ C-1-0001 ITEM(S) 8999 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract

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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

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contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

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

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

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reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

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

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

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

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

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

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

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

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

C57 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 PACKAGE LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

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

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

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

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

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

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

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

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

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

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stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

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

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

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

 (Name of Requiring Activity)

 (City and State)

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

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

Mark For:

Receiving Officer, Naval Station Newport
 47 Chandler Street
 Newport, RI 02841-1716
 NUWC Division, Newport Code 1154, Gail Montague, 401-832-6246
 Task Order # N00178-04-D-4109/N66604-17-F-3010

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SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

52.246-4 INSPECTION OF SERVICES – FIXED PRICE (APR 1996)

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.

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SECTION F DELIVERABLES OR PERFORMANCE

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

8100	9/25/2017 - 9/24/2018
8200	9/25/2018 - 1/24/2019
8210	1/25/2019 - 9/24/2019
8300	9/25/2019 - 9/24/2020
9100	9/25/2017 - 9/24/2018
9200	9/25/2018 - 9/24/2019
9300	9/25/2019 - 9/24/2020

The following Clauses are incorporated by Full Text:

F1S PERIOD OF PERFORMANCE (JUN 2010)

For non-LOE services (8000 Series CLINs): Services to be furnished hereunder shall be performed and completed as follows:

CLIN	Funding	Base or Option#	Period of Performance
8100 / 9100	NWCF	Base	09/25/17 - 09/24/18
8101	NWCF	Option 1	09/25/17 - 09/24/18
8102	NWCF	Option 2	09/25/17 - 09/24/18
8200	NWCF	Option 3	09/25/18 - 01/24/19
8210	NWCF	Option 3	01/25/19 - 09/24/19
9200	NWCF	Option 3	09/25/18 - 09/24/19
8300 / 9300	NWCF	Option 6	09/25/19 - 09/24/20
8400 / 9400	NWCF	Option 9	*09/25/20 - 09/24/21
8500 / 9500	NWCF	Option 12	*09/25/21 - 09/24/22

* If option is exercised.

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

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Work will be performed at NUWCDIVNPT in Newport, RI or other locations, as required by the Statement of Work.

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SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

NOTE TO THE PAYMENT OFFICE DFARS 252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INVOICE AND RECEIVING REPORT (COMBO)

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

NOT APPLICABLE

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

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system.

Routing Data Table:

<i>Field Name in WAWF</i>	<i>Data to be entered into WAWF</i>
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N66604
Admin DoDAAC	S3309A
Inspect By DoDAAC	N66604
Ship To Code	N66604
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

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

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

gail.montague@navy.mil

(g) *WAWF point of contact.*

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

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

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

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

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor

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categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (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: Mary Ann Gardner
Commercial Phone: 401-832-7173
Commercial Fax: 401-832-4820
Email: maryann.gardner@navy.mil

(d) The Task Order Negotiator is:

Name: **Nick Sanginario**
Commercial Phone: 401-832-6587; DSN: 432-6587
Commercial Fax: 401-832-4820; DSN: 432-4820
Email: Nicholas.sanginario@navy.mil

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

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Name: **Stephen Stewart**

Telephone Commercial: 401-832-7372; DSN: 432-7372

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

Email: stephen.g.stewart@navy.mil

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

Name: Gail Montague

Code: 1154

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street,

Building: 679, Room: 128, Newport, RI 02841

Telephone: Commercial 401-832-6246; DSN 432-6246

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

(g) The Contractor's Representative is:

Name: [REDACTED]

Title: [REDACTED]

Mailing Address: [REDACTED]

E-mail Address: [REDACTED]

Telephone: [REDACTED]

FAX: [REDACTED]

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

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

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

Name: [REDACTED]

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Title: [REDACTED]

Mailing Address: [REDACTED]

E-mail Address: [REDACTED]

Telephone: [REDACTED]

FAX: [REDACTED]

Accounting Data

SLINID	PR Number	Amount
810001	130038470200003	[REDACTED]
LLA :		
AA 97X4930 NH6A 251 77777 0 050120 2F 000000 A10001977271		
910001	130038470200004	[REDACTED]
LLA :		
AA 97X4930 NH6A 251 77777 0 050120 2F 000000 A10001977271		
BASE Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD P00001 Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD P00002 Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD P00003 Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD P00004		
820001	130073602900001	[REDACTED]
LLA :		
AB 97X4930 NH6A 251 77777 0 050120 2F 000000 A00004661237		
920001	130073602900002	[REDACTED]
LLA :		
AB 97X4930 NH6A 251 77777 0 050120 2F 000000 A00004661237		
MOD P00004 Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD P00005		
821001	130076431200001	[REDACTED]
LLA :		
AC 97X4930 NH6A 251 77777 0 050120 2F 000000 A00004878430		
MOD P00005 Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD P00006		
830001	130080801600001	[REDACTED]
LLA :		
AD 97X4930 NH6A 254 77777 0 050120 2F 000000 A00005245634		
930001	130080801600002	[REDACTED]

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LLA :

AD 97X4930 NH6A 254 77777 0 050120 2F 000000 A00005245634

MOD P00006 Funding [REDACTED]
Cumulative Funding [REDACTED]

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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.

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

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

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

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

5252.237-9106 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.

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NOTE - KEY PERSONNEL

The following Key Personnel are approved for this task order. See Attachment 4: List of Approved Key Personnel

Name	Labor Category	Company

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

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

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

H81X TRAVEL RESPONSIBILITIES (OCT 2011)

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

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):

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

Wage Determination #: 2015-4089 Revision: 11 (as of 07/16/2019) 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 :

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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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SECTION I CONTRACT CLAUSES

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

a. FAR:

52.203-3 Gratuities (APR 1984)

52.203-5 Covenant Against Contingent Fees (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

52.203-7 Anti-Kickback Procedures (MAY 2014)

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)

52.204-2 Security Requirements (AUG 1996)

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

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

52.204-13 System for Award Management Maintenance (OCT 2016)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

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

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)

52.215-2 Audit and Records - Negotiation (OCT 2010)

52.215-23 Limitations on Pass-Through Charges (OCT 2009)

52.216-7 Allowable Cost and Payment (JUN 2013)

52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

52.219-8 Utilization of Small Business Concerns (MAY 2014)

52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)

52.222-3 Convict Labor (JUN 2003)

52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

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52.222-19 Child Labor - Cooperation with Authorities and Remedies (OCT 2016)
52.222-21 Prohibition of Segregated Facilities (APR 2015)
52.222-26 Equal Opportunity (SEP 2016)
52.222-35 Equal Opportunity for Veterans (OCT 2015)
52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)
52.222-37 Employment Reports on Veterans (FEB 2016)
52.222-38 Compliance With Veterans' Employment Reporting Requirements (FEB 2016)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-41 Service Contract Labor Standards (MAY 2014)
52.222-50 Combatting Trafficking in Persons (MAR 2015)
52.222-54 Employment Eligibility Verification (OCT 2015)
52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)
52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (OCT 2015)
52.227-1 Authorization and Consent (DEC 2007)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-3 Patent Indemnity (APR 1984)
52.227-11 Patent Rights - Ownership by the Contractor (May 2014)
52.229-3 Federal, State, and Local Taxes (FEB 2013)
52.232-1 Payments (APR 1984)
52.232-20 Limitation of Cost (APR 1984)
52.232-22 Limitation of Funds (APR 1984)
52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.233-1 Disputes (MAY 2014)
52.233-3 Protest After Award (AUG 1996)
52.233-3 Alternate I Protest After Award (JUN 1985)
52.233-4 Applicable Law for Breach of Contract (OCT 2004)

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

52.242-1 Notice of Intent to Disallow Costs (APR 1984)

52.243-1 Alternate I Changes -- Fixed Price (APR 1984)

52.244-6 Subcontracts for Commercial Items (NOV 2016)

52.245-1 Government Property (Apr 2012)

52.245-9 Use and Charges (Apr 2012)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)

52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

52.251-1 Government Supply Sources (APR 2012)

b. DFARs:

252.201-7000 Contracting Officer's Representative (OCT 2016)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

252.203-7003 Agency Office of the Inspector General (DEC 2012)

252.203-7005 Representation Relating to Compensation of Former DoD Officials (OCT 2016)

252.204-7000 Disclosure of Information (OCT 2016)

252.204-7003 Control of Government Personnel Work Product (APR 1992)

252.204-7004 Alternate A System for Award Management (FEB 2014)

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

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

252.204-7015 Disclosure of Information to Litigation Support Contractors (MAY 2016)

252.211-7007 Reporting of Government-Furnished Property (AUG 2012)

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

252.225-7048 Export Controlled Items (JUN 2013)

252.227-7013 Rights in Technical Data -- Noncommercial Items (FEB 2014)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)

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252.227-7015 Technical Data-Commercial Items (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)

252.227-7019 Validation of Asserted Restrictions -- Computer Software (SEP 2016)

252.227-7025 Limitations in the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

252.227-7030 Technical Data -- Withholding of Payment (MAR 2000)

252.227-7037 Validation of Restrictive Markings in Technical Data (SEP 2016)

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

252.231-7000 Supplemental Cost Principles (DEC 1991)

252.232-7010 Levies on Contract Payments (DEC 2006)

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

252.235-7011 Final Scientific or Technical Report (JAN 2015)

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

252.245-7002 Reporting Loss of Government Property (APR 2012)

252.245-7003 Contractor Property Management System Administration (APR 2012)

252.245-7004 Reporting, Reutilization, and Disposal (SEP 2016)

252.247-7023 Transportation of Supplies by Sea (APR 2014)

The following Clauses are incorporated by Full Text:

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

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

Option No.	CLIN	Funding Type	Exercise Date - No Later Than
Option 1	8101	NWCF	9/25/2017
Option 2	8102	NWCF	9/25/2017
Option 3	8200 / 9200	NWCF	9/25/2018
Option 6	8300 / 9300	NWCF	9/25/2019
Option 9	8400 / 9400	NWCF	9/25/2020
Option 12	8500 / 9500	NWCF	9/25/2021

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

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(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 2014)

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

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

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

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

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

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

GOVERNMENT EQUIVALENT GS LEVELS:

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

and

OFFICE OF PERSONNEL MANAGEMENT:

<http://www.opm.gov/OCA/10tables/index.asp>

52.244-2 Subcontracts (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate 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

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quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

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SECTION J LIST OF ATTACHMENTS

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

Attachment 1: DD Form 254 - Contract Security Classification Specification (with NNPI Clause and CNO Letter)

Attachment 2: Government Property Made Available Form (GFP)

Attachment 3: Performance Requirements Summary (PRS) Tables

Attachment 4: List of Approved Key Personnel

Attachment 5: Rhode Island Wage Determination #2015-4089 Rev.11, dated 16 July 2019