

ORDER FOR SUPPLIES OR SERVICES (FINAL)

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1. CONTRACT NO. N00178-04-D-4115		2. DELIVERY ORDER NO. N6660418F3018		3. EFFECTIVE DATE 2018 Sep 24		4. PURCH REQUEST NO. 1300573484		5. PRIORITY DO-C9	
6. ISSUED BY NUWC, NEWPORT DIVISION 1176 Howell Street, Building 1258 Newport RI 02841-1708		CODE N66604		7. ADMINISTERED BY DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234		CODE S0701A SCD: C		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)	
9. CONTRACTOR Rite-Solutions, Inc. 185 South Broad Street, Ste 303 Pawcatuck CT 06379		CODE IPSA3		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS X SMALL SMALL DISADVANTAGED WOMEN-OWNED	
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		14. SHIP TO See Section D		CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266	
16. TYPE OF ORDER DELIVERY/ CALL PURCHASE		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.					
Rite-Solutions, Inc.				jfabian Sr. Pricing Analyst					
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/>		If this box is marked, supplier must sign Acceptance and return the following number of copies:							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT		
	See Schedule								
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA BY: /s/Andrew C Nagelhout			25. TOTAL		
				09/24/2018 CONTRACTING/ORDERING OFFICER			26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN									
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
f. TELEPHONE		g. E-MAIL ADDRESS		FINAL				34. CHECK NUMBER	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE				35. BILL OF LADING NO.	
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		PARTIAL					
				FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER	
								42. S/R VOUCHER NO.	

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GENERAL INFORMATION

GENERAL INFORMATION

Distribution: KR, 0121, DFAS: HQ0337, DCMA: S0701A,

NAICS: 541330

SeaPort-e Solicitation # N00024-18-R-3010

NUWCDIVNPT Control Number: 180305

NUWCDIVNPT Requisition Number: 1300573484

This Task Order incorporates the following Technical Instructions (TI): TI-01 and TI-02

Section B:

Section F:

1. Update Clause " F1S PERIOD OF PERFORMANCE (JUN 2010)" to include award specific information.
2. Add Periods of Performance for newly established Priced SLINs: 7101AA, 7101AB, 7101AC, 9101AA and 9101AB .

Section G:

1. Accounting and Appropriation Data: LLAs: (AA/7101AA, AB/7101AB, AC/7101AC, AA/9101AA and AC/9101AB) are added to reflect initial task order funding.
2. Update Clause 252.232-7006 "Wide Area Workflow Payment Instructions" (MAY 2013) to include award specific information.
3. Update Clause UW G-2-0002 (Alt 1) "Contractual Authority and Communications" (MAR 2017) to include award specific information.

Section H:

1. Revise Clause 5252.237-9106 "Substitution of Personnel" (SEP 1990) to add "See Attachment 1: List of Approved Key Personnel."
2. Revise Clause 5252.216-9122 "Level of Effort- Alternate 1 (May 2010)".

Section I:

1. Update Clause 52.217-9 "Option to extend the term of the Contract" (MAR 2000) (NAVSEA Variation (APR 2015) to include award specific information.
2. Update Clause 52.244-2 "Subcontracts" (OCT 2010) to reflect award specific information.

Section J:

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1. Exhibit A: DD Form 1423: Contract Data Requirements List (with Addendum) is revised to include award specific information.
2. Attachment 1: "List of Approved Key Personnel" is added.
3. Attachment 2: DD Form 254: Contract Security Classification Specification is revised to include award specific information.

Sections K, L & M are deleted in their entirety.

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

All other terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

7000	CPFF services in accordance with the Statement of Work (see Section C) Task 4.1 thru 4.9	\$0.00
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Option

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		Contract Data Requirements Lists (CDRLs) for 7000 Series CLINs; Not Separately Priced (NSP). (See Exhibit A)	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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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

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

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

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

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

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

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

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

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

(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:

<u>Item</u>	<u>Type*</u>
7100 – 7500	Cost Reimbursement (CPFF)
7999	Not Separately Priced (NSP)
9100 – 9500	Cost Reimbursement (CR)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK INFORMATION TECHNOLOGY SERVICES

1.0 BACKGROUND

The Naval Undersea Warfare Center Division, Newport's (NUWC DIVNPT's) Activity Chief Information Officer (ACIO)/Information Technology Division, Information Technology Branch, Code 104, is responsible for operation maintenance, compliance, strategic planning, and leadership for the Division's information technology infrastructure and systems.

Within Code 104 is the Information Technology (IT) Operations servers (Code 1041); Information Management (IM) Customer Services (Code 1042); Information Assurance (IA) Compliance (Code 1043); and Code 104B Deputy IT.

Code 1041 IT Operations is responsible for the design, development, integration, and maintenance of NUWC DIVNPT's software and hardware computer server architecture in support of the Research, Development, Test, and Evaluation (RDT&E) community. Code 1042 IM Customer Services is responsible for Software Enterprise and Client Support Services. Code 1043 IA Compliance under the direction of the Information Systems Security Manager (ISSM) is responsible for facilitating Assessment and Authorization, Information Assurance Operations and Incident Response, Vulnerability Management, IA Auditing and the Cyber Security Workforce (CSWF).

In addition, Code 104 provides program administration support to NUWC DIVNPT for the following functional areas:

- IT Resource Management - The Chief Information Officer's (CIO's) office is responsible for IT infrastructure planning, budgets, and acquisition.
- IT Governance - Navy policies and IT governance requirements are enforced by the CIO's office both on the executive networks and in special environments like RDT&E. The CIO serves as a facilitator to the RDT&E Governance Council and chairs the Management Group to ensure successful implementation.

Code 104 provides enterprise program support, IT infrastructure, resources, and governance to all NUWC DIVNPT codes, NUWC DIVNPT Detachments, and Naval Undersea Warfare Center (NUWC) Headquarters (HQ). Remote support can be required at West Palm Beach, FL; Andros Island, Bahamas; Seneca Lake, NY; Fishers Island, NY; Dodge Pond, CT; Kings Bay, GA; Ft. Story, VA; Bangor, WA; Bugg Springs, FL; and Norfolk, VA.

The sources of funding are Navy Working Capital Funds (NWCF), Service Cost Center (SCC) funding, and Capital Investment Program (CIP) funding.

2.0 SCOPE

In assisting Code 104 to accomplish the functions and goals as outlined in the background, the contractor shall provide support to NUWC DIVNPT, NUWC DIVNPT detachments, and NUWC HQ, as defined in section 4.0, in the following areas:

- Systems Engineering and Administration
- Remediation Analysis Support
- Software Engineering
- Client Support Services/Help Desk

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- Cybersecurity/ Information Assurance
- Navy Marine Corp Intranet (NMCI) Contract Support
- IT Governance and Application Portfolio Management Support
- Project Management and Program Support

The contractor shall provide a vehicle to perform 4.4 Client Support Services / Help Desk tasking with the ability to transport up to 50 desktop computer systems.

Work to be performed is within the parameters of the following Seaport-e basic contract paragraphs: 3.5 - System Design Documentation and Technical Data Support, 3.6 - Software Engineering, Development, Programming, and Network Support, 3.10 - Configuration Management (CM) Support, 3.12 - Information System (IS) Development, IA, and IT Support, Stimulation, and Analysis Support, 3.14 - Interoperability, Test and Evaluation, Trials Support, 3.18 – Training Support, 3.20 - Program Support, and 3.21 - Functional and Administrative Support.

Cybersecurity Workforce (CSWF) Requirements

The contractor employees performing CSWF tasks must meet the qualification requirements of the CSWF designated categories and proficiency levels in accordance with SECNAVINST M-5239.2, Applicable Documents 3.8. Note tasks 4.7, 4.8, and 4.9 have no CSWF Tasking or CSWF coding.

TASK	Title	CSWF Category	Proficiency Level
4.1.1 – 4.1.10	System Administration and Engineering	45 - System Administration	Intermediate/Journeyman or Advanced/Master
4.2.1 – 4.2.3	Remediation Analysis Support	45 - System Administration or 46 - Systems Security Management/Analysis	Intermediate/Journeyman or Advanced/Master
4.3.1-4.3.10	Software Engineering	62 - Software Engineering/Development	Intermediate/Journeyman or Advanced/Master
4.3.11-4.3.15	Databases Administration	42 - Data Administration	Intermediate/Journeyman or Advanced/Master
4.3.16-4.3.19	Testing and Evaluation	67 - Test & Evaluation	Intermediate/Journeyman or Advanced/Master
4.4.1 – 4.4.5	Client Support Services/Help Desk	41 - Customer Service & Technical Support	Intermediate/Journeyman or Advanced/Master
4.5.1 – 4.5.8	Cybersecurity - Assess and Authorize (A&A)	61 - IA Compliance	Intermediate/Journeyman or Advanced/Master
4.6.1 –4.6.6	Cybersecurity Operations - Vulnerability Management	46 - Systems Security Management/Analysis	Intermediate/Journeyman or Advanced/Master

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Supported Products, Systems and Tools

Languages

- .NET
- Oracle PL/SQL
- Visual Basic
- SQL
- C++
- ASP
- HTML 4.0 and above
- Java
- Java Server Pages (JSP)
- Java Scripting
- C#
- Cascading Style Sheets (CSS)
- Powershell

Accredited Systems

-
- Unclassified RDTE
- Classified RDTE
- SIPRNET
- SDREN
- B3COI

Vulnerability Management Tools

- Assured Compliance Assessment Solution (ACAS)
- Host Based Security System (HBSS)
- STIG Manager
- SPLUNK
- Video Random-Access Memory (VRAM)

Databases

- Microsoft SQL Server
- Oracle
- Microsoft Access

Operating Systems and Associated Applications

- UNIX
- MS Windows
- MS Internet Information Server (IIS)
- LINUX
- Red Hat

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- X Windows
- Citrix
- Secure Files Transfer Protocol (FTP)
- VMware and Virtual Desktop
- ESXI (Virtual)
- Apache
- TomCat

Commercial Off the Shelf Products

- FlexLM License Management
- FlexNet License Management System
- Microsoft Project
- Microsoft Office Suite
- Microsoft System Center Suite
- Adobe
- Argent
- Acrobat Pro
- SharePoint
- Visual Studio
- MATLAB
- Visio
- ProLaw
- iET Help Desk Software

3.0 APPLICABLE DOCUMENTS

The contractor shall adhere to the effective edition of the following standards, instructions, and documents for performance of task efforts.

Number	Name	Task	Date
3.1	CJCSI 6510.01(Series), Information Assurance (IA) and Computer Network Defense (CND)	ALL	02/09/2011 (R 2015)
3.2	DODD 8500.01(Series), Information Assurance (IA)	ALL	03/14/2014
3.3	DODD 8140.01(Series), Cyberspace Workforce Management	ALL tasking except tasking in section 4.7, 4.8, and 4.9	07/31/2017
3.4	DODI 8500.01(Series), Cybersecurity	ALL	03/14/2014
3.5	DOD 5220.22(Series), National Industrial Security Program Operating Manual	ALL	02/01/2006

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3.6	DODI 8510.01(Series), Risk Management Framework – CH 1	4.10, 4.2.1, 4.2.2	07/28/2017
3.7	SECNAVINST 5211.5 (Series) , Department of Navy Privacy Act (PA) Program	ALL	12/28/2005
3.8	SECNAV M-5239.2, Cyberspace Information Technology and Cybersecurity Workforce Management and Qualification Manual	ALL tasking except tasking in section 4.7, 4.8, and 4.9	06/2016
3.9	SECNAV M-5239.2 Information Assurance (IA) Workforce Management Manual to Support the IA Workforce Improvement Program	ALL Tasking except tasking in 4.7, 4.8, and 4.9	05/01/2009
3.10	OPNAVINST 5239.1C(Series), Navy Information Assurance (IA) Program	ALL	08/02/2008
3.11	NUWCDIVNPTINST 2300.4(Series), Management of Telecommunication Systems and Services	4.4.5	05/22/2012
3.12	NUWCDIVNPTINST 5239.2(Series), Policy for the Use of Portable Electronic Devices (PEDs)	4.4.5	06/24/2010
3.13	NUWCDIVNPTINST 5200.4(Series), NUWCDIVNPT Publications and Presentations Guide	ALL	06/02/2014
3.14	NUWCDIVNPTINST 5500.4(Series), NUWCDIVNPT Security Manual	ALL	03/04/2015
3.15	NUWCDIVNPTINST 5601.1(Series), Policy and Responsibilities for Printing, Duplicating, and Copying Services	ALL	02/05/2013
3.16	MIL-DTL-31000(Series), General Specifications for Technical Data Packages	ALL	07/09/2004
3.17	MIL-DTL-24784D, Manuals, Technical: General Acquisition and Development Requirements, General Specification For	ALL	06/06/2017
3.18	MIL-PRF-29612(Series), Training Data Products	4.5.13, 4.9.4	03/31/2016

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3.19	MIL-STD-961(Series), Defense and Program-Unique Specifications Format and Content	ALL	10/27/2015
3.20	IEE 12207 ISO/IEC/Standard for Systems and Software Engineering - Software Life Cycle Processes	4.3.1-4.3.18	11/2017

4.0 REQUIREMENTS

All tasking shall be accomplished in accordance with the Applicable Documents in Section 3.0 and using GFI in Section 6.0. Additional details of the work to be accomplished shall be specifically described in individual Technical Instructions (TIs). Performance shall not commence prior to an issuance of a TI.

4.1 Systems Administration and Engineering

Using on-site professional hardware, software, and systems integration personnel to operate and maintain classified and unclassified computer laboratories/facilities the contractor shall:

- 4.1.1 Conduct IA analysis and make recommendations on IA tools, processes and procedures to enhance the security of individual platforms, systems, or networks.
- 4.1.2 Implement security settings and resolve any hardware and software interface and interoperability issues that occur during the implementation.
- 4.1.3 Install and integrate updates, fixes, and enhancements of hardware, operating systems, databases and application software.
- 4.1.4 Administer computer accounts, privileges, and access to systems and equipment.
- 4.1.5 Configure, monitor and maintain Storage Area Network (SAN) hardware.
- 4.1.6 Manage system assets including performance, capacity, availability, serviceability, recoverability and backups.
- 4.1.7 Monitor and perform maintenance analysis and diagnostics for accredited systems.
- 4.1.8 Ensure systems availability, functionality, integrity and efficiency and maintain systems configuration.
- 4.1.9 Provide systems administration and technical support for establishment, test, upgrade, and operational support of systems, network, workstations, and support equipment hardware and software hosted on NUWCDIVNPT accredited networks.
- 4.1.10 Provide system engineering support for system development, requirements management, technical planning, and technical risk management.

Deliverables: Provide Technical reports/studies per CDRL A001.

4.2 Remediation Analysis Support

The contractor shall provide remediation services and analysis as follows:

- 4.2.1 Determine the vulnerability risks for workstations, servers, networks and applications utilizing appropriate IA scanning techniques.
- 4.2.2 Upon risk identification, perform mitigation steps to reduce the likelihood of a risk reoccurrence.
- 4.2.3 Patch, harden and secure systems, and report on compliance.

Deliverables: Provide Technical reports/studies per CDRL A002.

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4.3 Software Engineering

The contractor shall provide the following software engineering services as follows:

- 4.3.1 Develop web based applications in Microsoft Windows and SharePoint environments using Microsoft Visual Studio.Net to provide Asp.Net and VB.Net solutions for review and approval by the Government.
- 4.3.2 Develop requirements documentation for software solutions for review and approval by the Government.
- 4.3.3 Provide input to software development plans for review and approval by the Government.
- 4.3.4 Develop software functionality for approved DoD Information Technology Portfolio Repository – Department of the Navy (DITPR-DON) systems for review and approval by the Government. Upon Government approval, contractor shall integrate the software into production environment.
- 4.3.5 Develop software programs for the bulk analysis of computer information.
- 4.3.6 Provide systems engineering designs for all developed software.
- 4.3.7 Develop customized functionality within the iET solutions Help Desk environment for review and approval by the Government.
- 4.3.8 Assess change request impact on performance, reliability, maintainability, availability, logistics support, safety, and lifecycle cost.
- 4.3.9 Develop system maintenance plans and support strategies for Government review and approval.
- 4.3.10 Participate in stakeholder meetings to provide recommendations for establishing Concept of Operations (CONOPS), Requirement Reviews, Design Reviews, IA Assessment and Authorization reviews, Test & Evaluation, and Production Rollouts.
- 4.3.11 Identify and define required data elements, data formats, and the connectivity needed between systems for review and approval by the Government.
- 4.3.12 Design, normalize, develop, document, install, implement, test and validate, enhance, maintain, and optimize database objects.
- 4.3.13 Document data models for portability of database tables based on customer requirements.
- 4.3.14 Develop extraction, transformation, and loading code to accept data from various sources into data stores.
- 4.3.15 Develop complex queries of databases and produce output in the form of reports or data extracts exportable to various formats.
- 4.3.16 Develop test plans for software applications for Government review and approval.
- 4.3.17 Conduct, monitor, and evaluate software testing in accordance with the test plan and the software requirements document.
- 4.3.18 Conduct test and evaluation (T&E), and code reviews supporting all requirements in accordance with IA STIG requirements. T&E shall be conducted by an independent tester who did not code the application under test.
- 4.3.19 Draft a post-test report for Government review and approval.

Deliverables: Provide technical information reports per A002. Provide computer software systems documents per CDRL A003. Provide software requirements documentation per CDRL A005. Provide test plans per CDRL A006. Provide Test results and analysis per CDRL A007. Provide system maintenance plans per CDRL A008. Provide computer software products per CDRL A009. Provide software development plans per CDRL A00B.

4.4 Client Support Services / Help Desk

The contractor shall provide a vehicle to perform tasking with the ability to transport up to 50 desktop computer systems at one time.

The contractor shall provide Help Desk Client support as follows:

- 4.4.1 Provide Tier 1, Tier 2 and Tier 3 Help Desk support services for all hardware and software packages in use at NUWC DIVNPT.

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- 4.4.2 Interview customers calling the Help Desk, diagnose and respond to a wide range of IT related issues, and escalate the issue to a higher support level if necessary.
- 4.4.3 Act as first responder and primary dispatch for all facets of IT services, including application support, hardware support, unclassified/classified networks, file and print services, domain access, AIS Information Security, telephones, and cellphones using the Information Technology Service Management (ITSM) application.
- 4.4.4 Create, record, and verify user accounts used to access NUWCDIVNPT IT assets in classified and unclassified environments, and distribute token cards used to access accounts.
- 4.4.5 Manage ordering, distribution, and inventory of all domestic and international cell phones, smart phones, air cards, calling cards, accessories, and conference phone numbers.

Deliverables: Provide technical reports per CDRL A002.

4.5 Cybersecurity – Assessment and Authorization (A&A)

The contractor shall provide Risk Management Framework (RMF) Assessment and Authorization (A&A) facilitation as follows:

- 4.5.1 Identify risks and provide technical solutions to mitigate and reduce risk(s) during the A&A process to ensure the accreditation is maintained.
- 4.5.2 Generate cybersecurity A&A strategy and boundary diagrams, A&A packages, and supporting documentation (e.g., Standard Operating Procedure for cybersecurity Vulnerability Management, cybersecurity Certification Testing, and Configuration Management) in accordance with the NAVSEA Cybersecurity Business Rules A&A submission requirements.
- 4.5.3 Conduct and document security test and evaluation of IA controls and input results in the Enterprise Mission Assurance Support Service (eMASS) Navy tool.
- 4.5.4 Perform manual and automated vulnerability test and evaluation for information systems, software applications and laboratories.
- 4.5.5 Develop and test systems security contingency and disaster recovery procedures and document results.
- 4.5.6 Verify through technical inspections and document reviews that security deficiencies, identified during security and certification testing, have been mitigated, and assessed for risk.
- 4.5.7 Perform Annual Reviews in support of maintaining accreditation and document technical findings.
- 4.5.8 Assess cybersecurity risk and accreditation impact of changes to existing information systems and enclaves, and provide recommendations to mitigate.

Deliverables: Provide analysis and recommendations per CDRL A001. Provide technical reports per CDRL A002.

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4.6 Cybersecurity Operations – Vulnerability Management

The contractor shall provide vulnerability management as follows:

- 4.6.1 Monitor vulnerability metrics and collaborate with department ISSOs or the Remediation Team to comply with policies set by the ISSM.
- 4.6.2 Identify non-compliant hosts per ISSM policies and make recommendations to the Government on removal.
- 4.6.3 Review deferral requests and advise the ISSM.
- 4.6.4 Monitor daily all events collected by enterprise security products employed by NUWCDIVNPT and its detachments, identify suspicious activity, and collaborate on the investigation and resolution of the cybersecurity event with department ISSOs and the Command ISSM.
- 4.6.5 Perform periodic vulnerability scans on information systems and enclaves using Department of Defense (DOD)

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- and Department of Navy (DON) approved scanning tools and report technical findings.
- 4.6.6 Act as the Department IA liaison to the ISSM.

Deliverables: Provide analysis and recommendations per CDRL A001.

4.7 IT Governance and Application Portfolio Management Support

The contractor shall provide support to the NUWCDIVNPT and NUWC CIO in maintaining oversight and visibility into the expenditure of funds on IT in order to facilitate alignment with the requirements of the Clinger Cohen Act as follows:

- 4.7.1 Assist with formatting and submission of the NUWCDIVNPT and NUWC IT Budget for Department of the Navy (DON), Office of the Secretary of Defense and Presidential Budget.
- 4.7.2 Assist customers with understanding IT procurement process requirements and compliance; review IT procurements for compliance with all applicable laws, DOD, DON, NAVSEA, NUWC and NUWCDIVNPT instructions, policies and guidance; and assist customers in obtaining Echelon II and I approvals, as needed.
- 4.7.3 Provide technical analysis and recommendations on various current and proposed policies for review and approval by the Government.
- 4.7.4 Maintain application portfolio inventory using Navy and NAVSEA tools.
- 4.7.5 Compile documentation for approval, testing, and submission of business application rationalization.
- 4.7.6 Review Functional Area Manager (FAM) and business case analysis (BCA) processes and provide information, technical guidance, and POAMs to business and technical codes.

Deliverables: Provide technical reports analysis and recommendations per CDRL A001. Provide technical information reports per CDRL A002. Provide status reports per CDRL A004. Provide program cost and technical data reports per CDRL A00A.

4.8 Navy Marine Corp Intranet (NMCI) Contract Support

The contractor shall provide NMCI contract support as follows:

- 4.8.1 Process NMCI CLIN Orders, perform asset management and reporting for all deployed NMCI CLINs, and reconcile assets using NMCI contract and government ordering system tools.
- 4.8.2 Process Move, Add, Change (MAC) submissions on new and existing CLIN deliverables, track open MAC requests, and facilitate completion using local and NMCI contract MAC system tools.
- 4.8.3 Provide NMCI cost and technical data reports and analysis.
- 4.8.4 Perform Science and Technology (S&T) Developer Community of Interest (COI) configuration responsibilities.
- 4.8.5 Provide life-cycle management and technical/administrative support of hardware/software.
- 4.8.6 Provide requirements-based solutions for review and approval by the Government.
- 4.8.7 Perform issue resolution and escalated coordination/support for NMCI contract trouble tickets that impact the user community.
- 4.8.8 Facilitate NMCI contract network infrastructure projects.
- 4.8.9 Act as department NMCI point of contact; coordinate, track, and request NMCI services.
- 4.8.10 Respond to incoming calls and electronic requests pertaining to administrative IT issues.
- 4.8.11 Provide users with NMCI related IT training on enterprise systems.

Deliverables: Provide program cost and technical data reports per CDRL A00A.

4.9 Project Management and Program Support

The contractor shall provide project management and Program support as follows:

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- 4.9.1 Customize existing COTS/GOTS software/hardware user manuals, computer-based training, and classroom training for users.
- 4.9.2 Develop, update, or refine project Plans of Actions and Milestones for review and approval by the Government.
- 4.9.3 Prepare and maintain Gantt charts, status reports, technical briefs, and project data for Government review and approval.
- 4.9.4 Ensure that all code and procedures are baselined and stored in a common, customer accessible code repository.
- 4.9.5 Draft configuration management plans for Government review and approval.
- 4.9.6 Receive and draft responses for Command/Enterprise data calls for Government review and approval.

Deliverables: Provide status reports per CDRL A004, Provide configuration management plans per CDRL A010.

5.0 PROGRESS REPORTS

For all assigned tasks, the contractor shall prepare a Contractor's Status Report that indicates the progress of work, status of the program(s), and existing or potential problem areas. The Contractor shall submit the Contract Status Report for the same timeframe as each invoice submitted in the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) module of Wide Area Work Flow (WAWF) and in accordance with Contract Data Requirements List CDRL A00A.

6.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The contractor will be provided the following GFI, as applicable. The most up-to-date information available shall be used during the performance of all tasks.

Number	Name	Task
6.1	COTS/GOTS Manuals	ALL
6.2	Interface Design Specifications	4.1.1 - 4.1.10, 4.2.1 - 4.2.3, 4.3.1 - 4.3.19
6.3	Program Performance Specifications	4.1.1 - 4.1.10, 4.2.1 - 4.2.3, 4.3.1 - 4.3.19
6.4	Program Design Specifications	4.1.1 - 4.1.10, 4.2.1 - 4.2.3, 4.3.1 - 4.3.19
6.5	Database Design Specifications	4.1.1 - 4.1.10, 4.2.1 - 4.2.3, 4.3.1 - 4.3.19
6.6	Program Description Documents	4.1.1 - 4.1.10, 4.2.1 - 4.2.3, 4.3.1 - 4.3.19
6.7	Computer Program Test Plans	4.1.1 - 4.1.10, 4.2.1 - 4.2.3, 4.3.1 - 4.3.19
6.8	Software Development Plan	4.3.1 - 4.3.19
6.9	CM Plans	4.1.1 - 4.1.10, 4.2.1 - 4.2.3, 4.3.1 - 4.3.19
6.10	Program Management Plans	ALL
6.11	Life Cycle Management Plans	ALL
6.12	Computer Security-Related Documentation	ALL
6.13	Security Authorization Plans	ALL
6.14	Service-Oriented Architecture (SOA) Specifications	4.1.1 - 4.1.10, 4.2.1 - 4.2.3, 4.3.1 - 4.3.19
6.15	Security and Technical Implementation Guides (STIGs)	ALL

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6.16	IT procurement policies	4.7.1 - 4.7.6
6.17	Financial Models	4.7.1 - 4.7.6
6.18	Standard Operating Procedures (SOPs)	ALL
6.19	Service Level Agreements (SLAs)	4.1.1 – 4.1.10, 4.2.1 - 4.2.3, 4.3.1 - 4.3.19, 4.4.1 - 4.4.5
6.20	Project Service Requests (PSRs)	4.1.1 – 4.1.10, 4.2.1 - 4.2.3, 4.3.1 - 4.3.19, 4.4.1 - 4.4.5
6.21	Information Assurance Vulnerability Alerts (IAVAs) and Bulletins	4.2.1 - 4.2.3

7.0 QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS

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

The following Clauses are incorporated by Full Text:

ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) (OCT 2017)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this task order for the ISE 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://www.ecmra.mil/>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://www.ecmra.mil/>.

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

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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-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2015)

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

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

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

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-SESS-80639D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

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

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Variance. DI-SESS-80640D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

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

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

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

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

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

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

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

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-SESS-80639D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

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

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

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

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

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

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

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

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

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

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

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

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set 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).

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

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

(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

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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 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) (JUN 2017)

(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 15289:2017, 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 15289:2017. 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 15289:2017, 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 15289:2017, as appropriate;

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(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 15289:2017, 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 A00B 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.

UW C-2-0001 COST AND PERFORMANCE REPORTING (MAR 2017)

(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 Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(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 Funds 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 eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) 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 iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

UW C-2-0003 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (MAR 2017)

(a) Requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) are determined to be relevant for product(s)/service(s) procured under this solicitation. All appropriate subparts of Section 1194, of Section 508 Standards, apply. Each Electronic and Information Technology (EIT) item or service provided under this contract shall comply with the EIT Accessibility Standards listed below:

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36 C.F.R. § 1194.21 - Software applications and operating systems

36 C.F.R. § 1194.22 - Web-based and internet information and applications

36 C.F.R. § 1194.23 - Telecommunications products

36 C.F.R. § 1194.26 - Desktop and portable computers

36 C.F.R. § 1194.31 - Functional Performance Criteria

36 C.F.R. § 1194.41 – Information, Documentation, and Support

(b) The Contractor shall provide a Voluntary Product Accessibility Template (VPAT) for items or a Government Product/Service Accessibility Template (GPAT) for service to document compliance with the indicated Section 508 Standards. Offerors/resellers that do not provide a VPAT may be determined technically unacceptable. Please refer to: <http://www.itic.org/index.php?submenu=Resources&submenu=Resources&src=gendocs&ref=vpas&category=resources> or <http://www.buyaccessible.gov/> for more information on VPATs and GPATs or contact <http://www.access-board.gov/contact.htm> or www.gsa.gov/section508

(c) The Contractor shall comply with the VPAT or GPAT document submitted. If the Contracting Officer determines that any item or service delivered under this contract does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the contract, the Government will have the rights and remedies contained in the basic contract.

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SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

HQ D-1-0001 PACKAGING OF DATA

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

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 18 May 2016.

HQ D-1-0002 PACKAGING OF SUPPLIES

Item(s) 9000 Series CLINs. The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

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.

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

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(2) contract number

(3) contract dollar amount

(4) whether the contract was competitively or non-competitively awarded

(5) sponsor: To be Identified on Technical Instruction

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

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

Mark For:

Receiving Officer, Naval Station Newport

47 Chandler Street

Newport, RI 02841-1716

NUWC Division, Newport Code and POC: TBD AT TIME OF AWARD

Contract #/Order #: TBD AT TIME OF AWARD

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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)

The following Clauses are incorporated by Full Text:

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA

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

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

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

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

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

7100	10/1/2018 - 9/30/2019
7101AA	10/1/2018 - 9/30/2019
7101AB	10/1/2018 - 9/30/2019
7101AC	10/1/2018 - 9/30/2019
9100	10/1/2018 - 9/30/2019
9101AA	10/1/2018 - 9/30/2019
9101AB	10/1/2018 - 9/30/2019

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:

CLIN	Funding	Base or Option #	Period of Performance
7100 & 9100	NUWC, SCC	Base	10/01/2018 – 09/30/2019
7200 & 9200	NUWC, SCC	Option 1*	10/01/2019 – 09/30/2020
7210 & 9210	CIP	Option 2*	10/01/2019 - 09/30/2020
7300 & 9300	NUWC, SCC	Option 3*	10/01/2020 – 09/30/2021
7400 & 9400	NUWC, SCC	Option 4*	10/01/2021 – 09/30/2022
7500 & 9500	NUWC, SCC	Option 5*	10/01/2022 – 09/30/2023

* If option is exercised

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

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

NOTE TO THE PAYMENT OFFICE

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (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).

COST VOUCHER (FOR 7000/9000 Series CLINs)

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

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NOT APPLICABLE (FOR COST VOUCHER)

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF for 7000 and 9000 Series CLINS
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N66604
Admin DoDAAC	S0701A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N66604
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	*
Other DoDAAC(s)	Not Applicable

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

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

(g) *WAWF point of contact.*

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

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

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

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

UW G-2-0002 (Alternate I) CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2017)

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

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued 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.

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

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

(g) Contractor's Representative is:

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

UW G-2-0003 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2017)

(a) In accordance with FAR 42.302(a) all functions listed are delegated to the ACO except the following items to be retained by the PCO:

- (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

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(b) In accordance with FAR 42.302(b), the following additional functions are delegated to the ACO:

- (1) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 022 -- CLOSEOUT)
- (2) The function of FAR 42.302(b)(6).

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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.

5252.216-9122 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 **889,200** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the contractor's proposal as having hours included in the proposed level of effort.

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

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

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

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

(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

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hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

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

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not

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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.

NOTE: List of Key Personnel are identified in Attachment #1

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

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

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

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing

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within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

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

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

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

UW H-2-0004 CONTRACTOR REQUIREMENTS FOR PERFORMANCE ON A GOVERNMENT SITE (AUG 2017)

(a) Contractor personnel shall comply with the following when conducting performance at NUWCDIVNPT. Please see the following website for access to NUWCDIVNPT:

<http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Contact-Us/Mandatory-Visit-Request/>

(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 Safety Information" at: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Division Newport Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at: <http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

(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/Home/WarfareCenters/NUWCNewport/ContactUs/VisitorInformation.aspx>

(e) Prior to commencing any work that falls under the following areas, the contractor shall provide to the Contracting Officer's Representative (COR) (if no COR is assigned, provide to the NUWCDIVNPT Safety Office Attn: Carol Bernier), on company letterhead, a complete listing of all qualified and trained employees who will perform the work:

- (1) Permit required Confined Space Program
- (2) Control of Hazardous Energy (Lock out / Tag out)
- (3) Respiratory Protection
- (4) Walking-Working Surfaces, Fall Protection Program and Scaffolding

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(f) The contractor shall follow the posted provisions of the building's Emergency Action Plan (EAP) for any mishap, incident, or emergency situation.

(g) The contractor shall report unsafe work conditions, safety hazards, and any mishaps (injury/property damage) to their supervisor, the COR, and the NUWC Safety Office.

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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:

52.202-1	Definitions (NOV 2013)
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)
52.203-12	Limitation on Payments to influence Certain Federal Transactions (OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (OCT 2015)
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011)
52.203-17 of	Contractor Employee Whistleblower Rights and Requirements to Inform Employees 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)
52.209-2	Prohibition On Contracting With Inverted Domestic Corporations--Representation (Nov 2015)
52.209-6 Debarred,	Protecting the Governments Interest When Subcontracting with Contractors Suspended, or Proposed for Debarment (OCT 2015)
52.209-9 2013)	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
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)
52.216-8	Fixed Fee (JUN 2011)
52.219-8	Utilization of Small Business Concerns (NOV 2016)

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52.219-14 **Limitations on Subcontracting (JAN 2017)**
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)**
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)**
52.222-37 **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)**
52.222-43 **Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment
(Multiple Year and Option Contracts) (MAY 2014)**
52.222-50 **Combatting Trafficking in Persons (MAR 2015)**
52.222-54 **Employment Eligibility Verification (OCT 2015)**
52.222-55 **Minimum Wages Under Executive Order 13658 (DEC 2015)**
52.223-3 **Hazardous Material Identification and Material Safety Data (JAN 1997)**
52.223-5 **Pollution Prevention and Right-To-Know Information (MAY 2011)**
52.223-6 **Drug-Free Workplace (MAY 2001)**
52.223-18 **Contractor Policy to Ban Text Messaging While Driving (AUG 2011)**
52.224-1 **Privacy Act Notification (APR 1984)**
52.224-2 **Privacy Act (APR 1984)**
52.225-13 **Restrictions on Certain Foreign Purchases (JUN 2008)**
52.227-1 **Authorization and Consent (DEC 2007)**
52.227-2 **Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)**
52.227-11 **Patent Rights - Ownership By The Contractor (DEC 2007)**
52.228-5 **Insurance -- Work on a Government Installation (JAN 1997)**
52.229-3 **Federal, State, and Local Taxes (FEB 2013)**

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- 52.232-1 Payments (APR 1984)**
- 52.232-18 Availability of Funds (APR 1984)**
- 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)**
- 52.232-20 Limitation of Cost (APR 1984)**
- 52.232-22 Limitation of Funds (APR 1984)**
- 52.232-23 Assignment of Claims (MAY 2014)**
- 52.232-25 Prompt Payment (JUL 2013)**
- 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 Alternate I (AUG 1996)**
- 52.233-4 Applicable Law for Breach of Contract (OCT 2004)**
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)**
- 52.237-3 Continuity of Services (JAN 1991)**
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)**
- 52.243-2 Alternate I Changes -- Cost Reimbursement (APR 1984)**
- 52.244-6 Subcontracts for Commercial Items (NOV 2017)**
- 52.245-1 Government Property (JAN 2017)**
- 52.245-9 Use and Charges (APR 2012)**
- 52.246-25 Limitation of Liability-Services (FEB 1997)**
- 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)**
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)**

- b. DFARS:**
- 252.201-7000 Contracting Officer's Representative (DEC 1991)**
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)**
- 252.203-7001 Prohibition on Person Convicted of Fraud or Other Defense-Related Felonies (DEC 2008)**

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252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)
252.203-7003 Agency Office of the Inspector General (DEC 2012)
252.203-7004 Display of Fraud Hotline Poster(s) (OCT 2016)
252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)
252.204-7000 Disclosure of Information (OCT 2016)
252.204-7003 Control of Government Personnel Work Product (APR 1992)
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 Notice of Authorized Disclosure of Information for Litigation Support (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 (MAR 2011)
252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAR 2011)
252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)

252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988)

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)
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)
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)
252.245-7002 Reporting Loss of Government Property (APR 2012)

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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	Fund Type	Exercise Date – No Later Than
1	7200 & 9200	NUWC DIVNPT, SCC	01 Oct 2019
2	7210 & 9210	CIP	01 Oct 2019
3	7300 & 9300	NUWC DIVNPT, SCC	01 OCT 2020
4	7400 & 9400	NUWC DIVNPT, SCC	01 Oct 2021
5	7500 & 9500	NUWC DIVNPT, SCC	01 Oct 2022

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

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

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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(a) Definitions. As used in this clause--

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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

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(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 subcontractors performing a portion of the level of effort not approved in the original task order award.**

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

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

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer

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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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SECTION J LIST OF ATTACHMENTS

Attachment 1: List of Approved Key Personnel

Attachment 2: DD Form 254 - Contract Security Classification Specification, Revision No.

Attachment 3: Incidental Government Property Made Available Form, (IGP) Form

Attachment 4: Performance Requirements Summary (PRS) Table

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