

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
32

3. EFFECTIVE DATE
09-Jul-2018

4. REQUISITION/PURCHASE REQ. NO.
1300516216-002

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N66604

7. ADMINISTERED BY (If other than Item 6)

CODE S2404A

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

DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

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

Lockheed Martin Corporation
9500 Godwin Drive
Manassas VA 20110

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4079-N415

10B. DATED (SEE ITEM 13)

15-Sep-2010

CAGE CODE 52088

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: BILATERAL: FAR 43.103(a) 'Mutual Agreement of the Parties' & FAR 52.232-22 'Limitation of Funds'

D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

09-Jul-2018

BY

09-Jul-2018

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

GENERAL INFORMATION

CONTRACTOR'S STATEMENT OF RELEASE: The contractor hereby releases the Government from any and all liability under this Task Order for further adjustments attributable to contract closeout procedures (as it relates to SLINs 711001 and 911001) as a result of this deobligation.

The purpose of this modification is to:

1. De-obligate funding.
2. Revise clauses as detailed below.

SECTION B –

1. SLIN 711001 is decreased from
2. SLIN 911001 is decreased from

SECTION G –

1. LLA (B8/711001) is decreased from modification. as a result of this
2. LLA (B8/911001) is decreased from modification. as a result of this

SECTION H –

1. Revised Clause 5252.232-9104 “ALLOTMENT OF FUNDS” (Jan 2008) to reflect the deobligation for SLINs 711001 and 911001.

All other Task Order terms and conditions remain unchanged.

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 1 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

4000 SubLAN Technical & Administrative Services \$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	R425	Base Period, Labor					\$1,440,713.00
410001	R425	A1					
410002	R425	A3					
410003	R425	A4					
410004	R425	A5					
410005	R425	A9 0.00					
4110	R425	Option 3, Labor					\$1,693,000.00
411001	R425	A9					
411002	R425	B1					
4120	R425	Option 6, Labor					\$1,815,000.00
412001	R425	B2					
4130	R425	Option 9, Labor					\$2,423,044.00
413001	R425	B3					
4200	R425	Option 1, Labor					\$0.00

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 2 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
4210	R425	Option 4, Labor					\$0.00
		Option					
4220	R425	Option 7, Labor					\$0.00
		Option					
4230	R425	Option 10, Labor					\$0.00
		Option					
4300	R425	Option 2, Labor					\$90,098.00
430001	R425	A6					
430002	R425	A6					
430003	R425	A7					
4310	R425	Option 5, Labor					\$0.00
		Option					
4320	R425	Option 8, Labor					\$0.00
		Option					
4330	R425	Option 11, Labor					\$386,854.00
433001	R425	B4					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000		Prime and Subcontractor ODCs with applicable burdens, excluding fee.			\$0.00
6100	R425	Base period, ODCs	1.0	LO	\$141,263.00
610001	R425	A2			
610002	R425	A3			
610003	R425	A4			
610004	R425	A8			
610005	R425	A9			
6110	R425	Option 3, ODCs	1.0	LO	\$186,000.00
611001	R425	A8			

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 3 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
611002	R425	B1			
6120	R425	Option 6, ODCs	1.0	LO	\$192,091.00
612001	R425	B2			
6130	R425	Option 9, ODCs	1.0	LO	\$274,911.00
613001	R425	B3			
6200	R425	Option 1 Option	1.0	LO	\$0.00
6210	R425	Option 4, ODCs Option	1.0	LO	\$0.00
6220	R425	Option 7, ODCs Option	1.0	LO	\$0.00
6230	R425	Option 10, ODCs Option	1.0	LO	\$0.00
6300	R425	Option 2, ODCs	1.0	LO	\$0.00
630001	R425	A6			
6310	R425	Option 5, ODCs Option	1.0	LO	\$0.00
6320	R425	Option 8, ODCs Option	1.0	LO	\$0.00
6330	R425	Option 11, ODCs	1.0	LO	\$19,926.00
633001	R425	B4			

For Cost Type Items:

7000	SubLAN Technical & Administrative Services	\$0.00
------	--	--------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	Option 12, Labor					\$2,572,498.00
710001	R425	B5					

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 4 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710002	R425	B6					
710003	R425	B7					
7110	R425	Option 15					\$2,028,660.00
711001	R425	B8					

7200	R425	Option 13, Labor Option					\$0.00
7300	R425	Option 14, Labor Option					\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		Prime and Subcontractor ODCs with applicable burdens, excluding fee.			\$0.00
9100	R425	Option 12, ODCs	1.0	LO	\$281,472.00
910001	R425	B6			
9110	R425	Option 15	1.0	LO	\$206,428.00
911001	R425	B8			

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 6 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

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

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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

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

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

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

B43S OPTIONS AND BASIC AWARD TERM (JAN 2005)

This task order contains options that, if exercised, would go beyond the current contract period of performance. The Government and the Contractor agree that no option will be exercised that exceeds the contract period of performance.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 7 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

Submarine Local Area Network (SubLAN) Support

1.0 Background:

This work supports the AN/USQ-177 (SubLAN) family of network systems (aka: IT-21) aboard submarines. The SubLAN program is SPAWAR PMW 160 sponsored ACAT 3 program in full rate production. The SubLAN product is a part of the larger PMW 160 family of network systems, retaining commonality with PMW 160 sponsored Local Area Networks (LANs) that are installed aboard surface ships, and utilizing a common Integrated Logistics Support (ILS) chain, a common Software Support Activity (SSA) and where feasible common hardware. The Naval Undersea Warfare Center Division, Newport (NUWC DIVNPT), Code 25 is the SubLAN program Technical Development Authority (TDA), engineering lead, providing technical, engineering and administrative services in the development, engineering, subsystem integration, platform integration, installation, modernization, maintenance, administrative support, configuration management, and documentation for the SubLAN system activities and associated programs. Clearance up to TOP SECRET is required.

Current system variants of the AN/USQ-177 (SubLAN) network are installed aboard 688, 688i, SEAWOLF, SSBN, and SSGN U.S. Navy submarine classes. SubLAN delivers a SECRET enclave, an unclassified enclave, and will shortly be supporting the delivery of a TOP SECRET enclave as part of the AN/USQ-177-SubLAN family of systems. It is anticipated that PMW 160 sponsored and NUWC supported SubLAN will be on the VIRGINIA class, via a modernization effort in the near future.

2.0 Scope:

The contractor shall provide engineering and technical services to support the evolution and deployment of SubLAN to all U.S. Navy submarines. These engineering and technical services shall include: systems engineering; subsystem integration testing; system certification and regression testing; verification and validation (V&V); system installation and in-service engineering support; software and hardware configuration management; and, system administration and program support.

3.0 Applicable Documents/GFI:

The primary sources for all GFI and pertinent documentation are the web sites identified in sections 3.1 through 3.3 below. GFI materials include the materials identified in section 3.4 below, and those of the identified web sites.

3.1 <https://navalnetworks.spawar.navy.mil/Authentication/Toplevel.cfm?Content=Default.cfm>

3.2 https://nserc.navy.mil/peo_c4i/pmw_160/pmw160private/160_1/SUBLAN/default.aspx

3.3 <https://newportalv2.npt.nuwc.navy.mil/Code114/Code1144/TechPubs/Pages/default.aspx>

3.3.1 NUWC-NPT Administrative Publication 11,787A, 15 March 2009, (Supersedes NUWC-NPT AP 11,787 of 10 July 2007), Publications and Presentations Guide Information Technology Solutions Department, Naval Undersea Warfare Center Division, Newport, Rhode Island

3.4 GFI materials that will be furnished upon award include:

3.4.1 INSTALLATION AND CONFIGURATION GUIDE for COMMON PC OPERATING SYSTEMS ENVIRONMENT (COMPOSE)

3.4.2 COMPOSE Server and Workstation Load Plans

3.4.3 SOFTWARE VERSION DESCRIPTION For COMPOSE ENTERPRISE SOFTWARE TOOLKIT, SPAWAR System Center Charleston, North Charleston, South Carolina 29419-9022

3.4.4 COMPOSE to COMPOSE Migration Guide Document

3.4.5 COMPOSE Maintenance Software Release For: Servers and Workstations, All security enclaves Document

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 8 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

- 3.4.6 System Operational Verification Test (SOVT) Preparation and Execution Guide (SPEG) for Ship, Shore, and Submarine Installations, Version 1.2, Space and Naval Warfare Systems Command, Control, Communications, Computers and Intelligence Program Executive Office, 3 November 2008

4.0 Requirements

4.1 SubLAN Load Plans/Procedures and SubLAN System Builds

The contractor shall provide technical, engineering and documentation services to develop and maintain SubLAN system software load plans/procedures, and shall use these products to conduct in-lab builds of the SubLAN system. Software baseline loads and patches and documentation (software packages) are generated by the SPAWAR Software Support Activity (SSA), provided to NUWC for implementation and will be provided to the contractor as GFI. The contractor shall use these GFI software packages, and the submarine hardware alteration packages (SHIPALTS and TRIDENT alterations) and Engineering Change packages (EC packages) that exist on the Applicable Documents 3.2 to generate SubLAN load plans and procedures materials. Additionally, as software updates (operating system patches, information assurance updates) are provided by the SSA, the contractor shall assess these and incorporate the requisite changes into the load plan/procedures materials.

From NUWC accepted load plan and procedure sets, the contractor shall conduct SubLAN system builds for laboratory and shipboard use using SubLAN equipment at NUWC that replicates SubLAN shipboard hardware configurations. Each SubLAN build shall include server, switch, and workstation loads compatible with the specific submarine. The finished build package shall consist of the consolidated software image, resident on a SubLAN system hard drive, and a completed build verification document. System builds shall be conducted to meet system installation and delivery schedules as documented on the applicable documents referenced web site 3.2.

4.1.1 **Deliverables:** SubLAN Load Plans shall be provided in accordance with CDRL A001. SubLAN builds shall be provided in accordance with CDRL A002.

4.1.2 **Performance Standard:** The load plan/procedures fully support a complete and accurate in-lab SubLAN load on a shipboard-like SubLAN system and the resulting SubLAN system is fully functional. System build time is consistent with the planned system build schedule documented on the Applicable Documents referenced web site 3.2.

4.2 Submarine Onboard Verification Test (SOVT) Materials

The contractor shall provide technical, engineering and documentation services to develop and maintain Submarine Onboard Verification Tests (SOVTs). The SOVTs shall be generated using the PEO C4I and SPAWAR sponsor approved SOVT procedures and templates tailored to submarine SubLAN hardware as documented on the Applicable Documents referenced web site 3.2. The SOVTs shall account for ship hardware alteration packages (SHIPALTS) and engineering change packages (EC packages) applicable on a boat by boat basis, provided as GFI. As software updates (such as network operating system patches and information assurance updates) are received from the SSA, the contractor shall assess and incorporate them into the SOVT materials to maintain these products current to information assurance constraints. The SOVT materials shall address SubLAN server configurations, SubLAN switch configurations, SubLAN laptops, and platform installation configurations as prescribed by the appropriate shipboard alteration and engineering change configurations as documented on the Applicable Documents referenced web site 3.2.

4.2.1 **Deliverables:** SOVTs shall be provided in accordance with CDRL A003.

4.2.2 **Performance Standard:** The SOVT materials have the ability to clearly and thoroughly assess/verify the onboard configuration of the SubLAN system being tested. As part of the government quality surveillance plan, the government will use the SOVT product to perform system tests at the NUWC DIVNPT SubLAN laboratory and will assess SOVT adequacy in verifying the required configuration of a SubLAN system.

4.3 Platform Integration Technical Services

Using GFI as documented on the Applicable Documents referenced web site 3.1, consisting of network change requests (NCRs) and interfacing subsystem change requests (ICRs), the contractor shall provide engineering, technical and documentation services supporting the integration of SubLAN to the SSGN, SSBN, SSN 688, SSN 688i, SEAWOLF and VIRGINIA class submarine platforms, as well as, modernization and maintenance upgrades

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 9 of 38	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

to existing SubLAN networks. These technical services shall include the development of SubLAN alteration materials documenting network information exchange paths, SubLAN rack, equipment, cabling and other materials for SubLAN system installation. The contractor shall also support review and verification of resultant SHIPALT, engineering change and TRIDENT drawing packages resulting from the SubLAN alteration materials.

These materials shall follow approved sponsor processes and formats as documented on the Applicable Documents referenced web site 3.2. The contractor shall support the onboard installation of SubLAN SHIPALT, TRIDENT alteration, and engineering change packages to all submarine platform types. The contractor shall provide technical and engineering services in support of SubLAN help desk telephone calls. SubLAN help desk calls shall be documented using existing SPAWAR processes, as documented on the Applicable Documents referenced web site 3.1. The government will identify contractor support requirements onboard submarines via schedule information provided as GFI and documented on the Applicable Documents referenced web site 3.2

4.3.1 Deliverable: Platform integration package support shall be provided in accordance with CDRL A004. The SubLAN Installation Support shall be provided in accordance with CDRL A005. SubLAN help desk support shall be provided in accordance with CDRL A00A.

4.3.2 Performance Standard: The SubLAN alteration materials developed are complete and accurate, reflecting the differences in submarine platform configurations. As part of the government's quality surveillance plan the government will assess the thoroughness, accuracy, timeliness and completeness of these alteration materials, using government employees to walkthrough and verify completeness. The quality of installation support will be assessed via progress reports from the SPAWAR on-site-installation coordinator, as progress against the projected installation schedule.

4.4 Subsystem and Application Integration/Testing

Each subsystem and application that interfaces with SubLAN is required to submit an Interface Change Request (ICR) via the Applicable Documents referenced in web site 3.1. ICRs are used to document requested network services changes, as well as to document the purpose of the change. Using the ICR-GFI, the contractor shall provide technical and engineering testing services for subsystem and application integration to SubLAN. The contractor shall develop the tests, conduct the tests and report the test results. The contractor shall work with ICRs and individual subsystems to identify and detail subsystem and application requirements for SubLAN network services, and to identify the impact to SubLAN and other interfacing subsystems. The support shall include support to Combat Systems, Tomahawk Weapons System, Radio Room, Global Command and Control Systems-Maritime (GCCS-M) and other subsystems as specified in GFI. Additionally, the contractor shall support the integration of software application products to SubLAN network services including fleet applications such as the Shift Operations Management System (SOMS) and commercial products such as Adobe to SubLAN. The contractor shall develop and deliver test documentation derived from application and subsystem service requests that address test planning, test requirements, test procedure, test conduct, and test reporting. The contractor shall document shortfalls and work-arounds, as well as issues that remain unresolved.

4.4.1 Deliverable: Test documentation shall be provided in accordance with CDRL A006.

4.4.2 Performance Standard: Test documentation clearly reflects the engineering integration conducted and is without grammatical errors. As part of the government's quality surveillance plan the government will conduct testing of integrated subsystems and products to ensure each meets the Interface Change Request (ICR), Application Integration (AI) and Engineering Change Request (ECR) standards from reference 3.1 testing objectives for each integrated subsystem and product.

4.5 Configuration Management

The contractor shall provide SubLAN Configuration Management (CM) technical services for the SubLAN system (hardware and software) configurations at NUWCDIVNPT, as well as, support to the management of interfacing subsystems and applications being supported for testing in the SubLAN laboratory located in building 1259. SubLAN technical services shall include configuring laboratory equipment to mimic existing and planned submarine configurations, and documenting these configurations. CM support shall include maintaining up-to-date documentation of laboratory rack configurations, software configurations, software clone management and inventory, Information Assurance Vulnerability (IAV) updates and documentation in accordance with current sponsor practice as documented at SPAWAR PMW 160 CM sites, including: <https://navalnetworks.spawar.navy.mil/Authentication/Toplevel.cfm?Content=Default.cfm>; and <https://nserc.navy.mil>

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 10 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

/peo_c4i/pmw_160/pmw160private/160_1/SUBLAN/default.aspx web sites.

4.5.1 **Deliverables:** Configuration Management Support shall be provided in accordance with CDRL A007.

4.5.2 **Performance Standard:** The configuration management support materials accurately represent the hardware and software equipment configurations present within the laboratory. As part of the government quality surveillance plan, the government will assess the configuration management outputs' accuracy and completeness as well as the timeliness of the entering of changes as they occur.

4.6 Administrative Support

The contractor shall provide support to financial and program management efforts including developing and maintaining financial and management reports. Reports shall include financial management reports, 5 year planning, customer notebook and monthly reports. The contractor shall address budget planning, spend plan development, job order allocation and associated job order funding recommendations. The contractor shall develop programmatic and technical presentation material using the currently approved NUWC DIVNPT briefing materials guidelines (NUWC Presentations and Publication Guide- applicable documents-GFI 3.3.1) at the time of the development provided as GFI.

4.6.1 **Deliverables:** Financial Management reports shall be provided in accordance with CDRL A008. Briefing materials shall be provided in accordance with CDRL A009

4.6.2 **Performance Standard:** The Financial Management reports accurately reflect the funding status and associated funding issues and trends. The briefing materials clearly reflect the concepts being portrayed and are without grammatical errors. As part of the government quality surveillance plan, the government will review all materials for accuracy and completeness.

5.0 Progress Reports

The contractor shall deliver monthly cost and performance reports in accordance with clause C16S, COST AND PERFORMANCE REPORTING (MAY 2001).

6.0 Quality Surveillance & Performance Standards

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables. 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 specific standards identified in task paragraphs. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

C16S COST AND PERFORMANCE REPORTING (OCT 2012)

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

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

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

(1) Access:

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 11 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

(2) Format.

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

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

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

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

b) Contractor's Performance Report:

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

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

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

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

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

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

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

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

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

(4) Submission and Approval.

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

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 12 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

The Contractor shall comply with the attached DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

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

<http://www.opm.gov/forms/index.asp>

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

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

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

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWCDIVNPT site. This document is available at:

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(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.nuwc.navy.mil/npt/Visit/visit.htm>

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

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

(a) The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address:

<http://www.dtic.mil/whs/directives/corres/pdf/858201p.pdf>

(b) Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 13 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

the contractor has implemented to ensure the security of unclassified DoD Information.

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

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

C54S UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA AUG 1994) (APR 2010)

If, during the performance of this or any other task order, the contractor believes that any task order contains outdated or different versions of any specifications or standards, the contractor may request that all of its task orders 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 task order 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 task order.

C57S EXCEPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

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

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

SHIPBOARD WORK CLAUSES:

ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (DEC 2005)

CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)

DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR(NAVSEA) (SEP 1990)

DISPOSAL OF SCRAP (NAVSEA) (JAN 2008)

EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)

MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2004)

SPECIAL AGREEMENT REGARDING SWITCHBOARD SUBCONTRACTS (NAVSEA) (JUN 2000)

SPECIFICATIONS AND STANDARDS (NAVSEA) (NAVSEA) (AUG 1994)

STANDARDIZATION – ALTERNATE I (NAVSEA) (JAN 2008)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 14 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 15 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

D11S PRESERVATION, PACKAGING, PACKING AND MARKING (MAY 2006)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: (from SF26 Block 2 or Task Order Block 1)

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

D21S DELIVERY, CONTROL, AND MARKING OF TECHNICAL DATA (SEP 2004)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.
- (d) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
Contract, Order, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

- (f) Some of the data deliverables under this task order may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:

Contractor's Business Address
Task Order Dollar Amount
Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 16 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

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

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

HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION DELIVERIES

Inspection and acceptance shall be made at destination by a representative of the Government.

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 17 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4100	9/15/2010 - 9/14/2011
4110	9/15/2011 - 9/14/2015
4120	9/15/2012 - 8/23/2015
4130	8/24/2013 - 8/23/2014
4300	12/16/2010 - 9/14/2015
4330	11/21/2013 - 9/14/2014
6100	9/15/2010 - 9/14/2011
6110	9/15/2011 - 9/14/2012
6120	9/15/2012 - 8/23/2013
6130	8/24/2013 - 8/23/2014
6300	12/16/2010 - 9/14/2015
6330	11/21/2013 - 9/14/2014
7100	8/24/2014 - 8/23/2015
7110	8/24/2015 - 6/30/2016
9100	8/24/2014 - 8/23/2015
9110	8/24/2015 - 6/30/2016

F1S PERIOD OF PERFORMANCE (JUN 2010)

Services to be furnished hereunder shall be performed and completed as follows:

SLIN	Funding	Base or Option #	POP
4100/6100	OPN	Base	9/15/10-9/14/11
4200/6200	O&MN	Option 1 *	9/15/10-9/14/11
4300/6300	RDT&E	Option 2	12/16/10-9/14/11
4110/6110	OPN	Option 3	9/15/11-9/14/12
4210/6210	O&MN	Option 4 *	9/15/11-9/14/12
4310/6310	RDT&E	Option 5 *	9/15/11-9/14/12
4120/6120	OPN	Option 6	9/15/12-8/23/13
4220/6220	O&MN	Option 7 *	9/15/12-9/14/13
4320/6320	RDT&E	Option 8 *	9/15/12-9/14/13
4130/6130	OPN	Option 9	8/24/13-8/23/14
4230/6230	O&MN	Option 10 *	9/15/13-9/14/14
4330/6330	RDT&E	Option 11	11/21/13 - 9/14/14
7100/9100	OPN	Option 12	8/24/14-8/23/15
7200/9200	O&MN	Option 13 *	9/15/14-9/14/15
7300/9300	RDT&E	Option 14 *	9/15/14-9/14/15

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 18 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7110/9110	OPN	Option 15	8/24/15-6/30/16
-----------	-----	-----------	-----------------

* If Option is exercised. NOTE: To keep perspective of the adjustments that will happen over the course of the periods of performance (POP) of the order. The POP options are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will modify the schedule. The option's performance timeframe shall be adjusted to correlate to the timeframe commensurate with the exercise of the option for a period not to exceed 12 months. The overall Period of Performance of this task order shall not exceed five (5) yrs from the effective date of the task order.

F18S DELIVERY AT DESTINATION (2004)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer
 Naval Undersea Warfare Center, Division Newport
 Naval Station Newport, Bldg. 47
 47 Chandler Street
 Newport, RI 02841-1708

F22S DELIVERY OF DATA (JUN 2004)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this task order. Any change in the delivery of data must be made by a formal task order modification.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at NUWCDIVNPT, the Contractor's facility or other locations, as required by the statement of work.

* The general rule is that a contractor can bill a Government-site rate only if an employee is located at the Government site for a consecutive 3-month period.

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 19 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cost Voucher

— (2) *Inspection/acceptance location.* The Contractor shall select the following

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 20 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection Location	<u>Not Applicable</u>
Acceptance Location	<u>Not Applicable</u>

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N66604
Admin DoDAAC	S2101A
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	HAA630
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.

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 21 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2012)

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

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

(c) The Contracting Officer is :

(d) The Task Order Negotiator is same as Contracting Officer

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 22 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

(g) The Contractor's Representative is:

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

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

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

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

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

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

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 23 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 24 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 25 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 26 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 27 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 28 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 29 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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 _____ total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in 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 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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 32 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

Subcontractors Manhours:

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 33 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

conditions or specifications of the contract.

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

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

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION (NOV 2010)

The following types of insurance are required and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (NOV 2010)

(a) The Government shall furnish Government property to the Contractor for use in connection with this task order.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location:

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this task order shall be returned to NUWCDIVNPT at the completion of the task order unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H81X TRAVEL RESPONSIBILITIES (OCT 2011)

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 34 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

SHIPBOARD WORK CLAUSES:

5252.217-9121 INDEMNIFICATION FOR ACCESS TO VESSEL (MAY 1989)

5252-223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 35 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

52.204-2 Security Requirements (AUG 1996)

52.204-9 VERIFICATION OF PERSONAL IDENTITY CONTRACTOR PERSONNEL (SEP 2007)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES---IDENTIFICATION OF SUBCONTRACTOR EFFORT (OCT 2009)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

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

Option No.	Exercise Date - No Later Than
1	31-Dec-10
2	31-Dec-10
3	31-Dec-11
4	31-Dec-11
5	31-Dec-11
6	31-Dec-12
7	31-Dec-12
8	31-Dec-12
9	31-Dec-13
10	31-Dec-13
11	31-Dec-13
12	31-Dec-14
13	31-Dec-14
14	31-Dec-14
15	24 Aug 15

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

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 36 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

52.222-3 CONVICT LABOR (JUN 2003)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

52.227-3 PATENT INDEMNITY (APR 1984)

52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (JUN 1997)

52.227-13 PATENT RIGHTS - ACQUISITIONS BY THE GOVERNMENT (JAN 1997)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

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

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2009)

52.245-1 GOVERNMENT PROPERTY (AUG 2010)

52.245-9 USE AND CHARGES (AUG 2010)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (MAY 2010)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
(APR 1993)

252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS -- COMPUTER SOFTWARE (JUN 1995)

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 37 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.227-7038 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (DEC 2007)
(LARGE BUSINESS)

252.227-7039 PATENTS - REPORTING OF SUBJECT INVENTIONS (APR 1990)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (JUL 2009)

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (FEB 2011)

252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011)

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (FEB 2011)

SHIPBOARD WORK CLAUSES:

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006)

252.225-7013 DUTY-FREE ENTRY (DEC 2009)

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005)

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005)

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006)

252.225-7019 RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN (DEC 2009)

252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)

252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006)

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

CONTRACT NO. N00178-04-D-4079	DELIVERY ORDER NO. N00178-04-D-4079-N415	AMENDMENT/MODIFICATION NO. 32	PAGE 38 of 38	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1: DD-1423, Contract Data Requirements List (and Addendum)

Attachment 2: Task Order Administration Plan

Attachment 3: Government Furnished Property

Attachment 4: Naval Nuclear Propulsion Info (NNPI) Security Controls clause, dated 26 May 2006

Attachment 5: DD254, Contract Security Classification Specification, Rev. 6, dated 22 June 2015