

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO.
P00001

3. EFFECTIVE DATE
14-Jun-2017

4. REQUISITION/PURCHASE REQ. NO.
Various

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

6. ISSUED BY CODE

N00164

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC, CRANE DIVISION
300 Highway 361 - Building 3373
Crane IN 47522-5001
sean.gillenwater@navy.mil 812-854-6119 Ext. 6119

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)

BOWHEAD PROFESSIONAL SOLUTIONS, LLC
4900 Seminary Road, Suite 1200
Alexandria VA 22311-1855

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7204 / N0016417F3006

10B. DATED (SEE ITEM 13)

31-May-2017

CAGE CODE 637U4

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:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ 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)

Angela M Schaefer, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Angela M Schaefer

(Signature of Contracting Officer)

29-Jun-2017

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

GENERAL INFORMATION

The purpose of this modification is to (1) provide incremental funding, and (2) Update Section J Attachments. Accordingly, said Task Order is modified as follows:

The total potential amount of this task order remains [REDACTED]

1. FUNDING INFORMATION:

Refer to Section B and G of the task order for incrementally funded SLIN and ACRN additions.

The total funded amount currently available for payment is hereby increased by [REDACTED]

The clause Limitation of Funds (FAR 52.232-22) applies. The Government is not obligated to reimburse the Contractor for cost incurred in excess of [REDACTED] unless additional funds are made available and incorporated as a modification to this order.

2. Section J Attachments

The updated DD554 and CDRL's (Exhibit A-H) have been uploaded.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7001AA	WCF	[REDACTED]	[REDACTED]	[REDACTED]
7001AB	WCF	[REDACTED]	[REDACTED]	[REDACTED]
7001AC	WCF	[REDACTED]	[REDACTED]	[REDACTED]
9001AA	WCF	[REDACTED]	[REDACTED]	[REDACTED]
9001AB	WCF	[REDACTED]	[REDACTED]	[REDACTED]
9001AC	WCF	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED]

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	[REDACTED]	[REDACTED]	[REDACTED]
7001AA	[REDACTED]	[REDACTED]	[REDACTED]
7001AB	[REDACTED]	[REDACTED]	[REDACTED]

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7001AC	████	██████████	██████████
9000	██████████	██████████	██████████
9001AA	████	██████████	██████████
9001AB	████	██████████	██████████
9001AC	████	██████████	██████████

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7001AA		7/2/2017 - 5/30/2018
7001AB		7/2/2017 - 5/30/2018
7001AC		7/2/2017 - 5/30/2018
9001AA		7/2/2017 - 5/30/2018
9001AB		7/2/2017 - 5/30/2018
9001AC		7/2/2017 - 5/30/2018

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	Non-personal program management, administrative support, and meeting support for the Chief Technology Office and the Office of Counsel at Naval Surface Warfare Center, Crane Division (NSWC Crane). Base Year 1 Labor (Fund Type - TBD)	██████	█	██████████	██████████	██████████
7001		Non-personal professional, program management, administrative support, and meeting support pertinent to the Chief Technology Office and the Office of Counsel at Naval Surface Warfare Center, Crane Division (NSWC Crane)					██████████
7001AA	R408	Funding in support of TI-01.OOL, Office of Counsel/Patent Prosecution Support (WCF)	██	█	██████████	██████████	██████████
7001AB	R408	Funding in support of TI-02.OOT, Chief Technology Office/Technology Transfer (WCF)	██	█	██████████	██████████	██████████
7001AC	R408	Funding in support of TI-03.OOT, Chief Technology Office/STEM Program (WCF)	██	█	██████████	██████████	██████████
7100	R408	Non-personal program management, administrative support, and meeting support for the Chief Technology Office and the Office of Counsel at Naval Surface Warfare Center, Crane Division (NSWC Crane). Base Year 1 Surge Labor (Fund Type - TBD) Option	██████	█	██████████	██████████	██████████
7200	R408	Non-personal program management, administrative support, and meeting support for the Chief Technology Office and the Office of Counsel at Naval Surface Warfare Center, Crane Division (NSWC Crane). Option Year 1 Labor (Fund Type - TBD) Option	██████	█	██████████	██████████	██████████
7300	R408	Non-personal program management, administrative support, and meeting support for the Chief Technology Office and the Office of Counsel at Naval Surface Warfare Center, Crane	██████	█	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Division (NSWC Crane). Option Year 1 Surge Labor (Fund Type - TBD)					
		Option					
7400	R408	Non-personal program management, administrative support, and meeting support for the Chief Technology Office and the Office of Counsel at Naval Surface Warfare Center, Crane Division (NSWC Crane). Option Year 2 Labor (Fund Type - TBD)					
		Option					
7500	R408	Non-personal program management, administrative support, and meeting support for the Chief Technology Office and the Office of Counsel at Naval Surface Warfare Center, Crane Division (NSWC Crane). Option Year 2 Surge Labor (Fund Type - TBD)					
		Option					
7600	R408	Non-personal program management, administrative support, and meeting support for the Chief Technology Office and the Office of Counsel at Naval Surface Warfare Center, Crane Division (NSWC Crane). Option Year 3 Labor (Fund Type - TBD)					
		Option					
7700	R408	Non-personal program management, administrative support, and meeting support for the Chief Technology Office and the Office of Counsel at Naval Surface Warfare Center, Crane Division (NSWC Crane). Option Year 3 Surge Labor (Fund Type - TBD)					
		Option					
7800	R408	Non-personal program management, administrative support, and meeting support for the Chief Technology Office and the Office of Counsel at Naval Surface Warfare Center, Crane Division (NSWC Crane). Option Year 4 Labor (Fund Type - TBD)					
		Option					
7900	R408	Non-personal program management, administrative support, and meeting support for the Chief Technology Office and the Office of Counsel at Naval Surface Warfare Center, Crane					

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Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF
 Division (NSWC Crane). Option Year 4
 Surge Labor (Fund Type - TBD)
 Option

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		7000 - 9000: In accordance with the Statement of Work and CDRL(s) A001 - A008 and applicable DID(s). The Government shall have unlimited rights to all data/tech data generated in the performance of this contract, whether to be delivered or not, IAW DFARS 252.227-7013; and similarly to all computer software and computer software documentation generated in the performance of this contract whether required to be delivered or not, IAW DFARS 252.227-7014; unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017.	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	R408	Other Direct Cost in support of CLIN 7000. Base Year 1 ODC (Fund Type - TBD)					
9001							
9001AA	R408	ODC in support of TI-01.OOL, Office of Counsel/Patent Prosecution Support (WCF)					
9001AB	R408	ODC in support of TI-02.OOT, Chief Technology Office/Technology Transfer (WCF)					
9001AC	R408	ODC in support of TI-03.OOT, Chief Technology Office/STEM Program (WCF)					
9100	R408	Other Direct Cost in support of CLIN 7000. Base Year 1 Surge ODC (Fund Type - TBD) Option					
9200	R408	Other Direct Cost in support of CLIN 7200. Option Year 1 ODC (Fund Type - TBD) Option					
9300	R408	Other Direct Cost in support of CLIN 7200. Option Year 1 ODC Surge (Fund Type - TBD) Option					
9400	R408	Other Direct Cost in support of CLIN 7400. Option Year 2 ODC (Fund Type - TBD) Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9500	R408	Other Direct Cost in support of CLIN 7400. Option Year 2 ODC Surge (Fund Type - TBD) Option	■	■	■
9600	R408	Other Direct Cost in support of CLIN 7600. Option Year 3 ODC (Fund Type - TBD) Option	■	■	■
9700	R408	Other Direct Cost in support of CLIN 7600. Option Year 3 ODC Surge (Fund Type - TBD) Option	■	■	■
9800	R408	Other Direct Cost in support of CLIN 7800. Option Year 4 ODC (Fund Type - TBD) Option	■	■	■
9900	R408	Other Direct Cost in support of CLIN 7800. Option Year 4 ODC Surge (Fund Type - TBD) Option	■	■	■

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

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

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

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

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

HQ B-2-0010 NOTE (OPTION)

NOTE B - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid 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

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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-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

NOTE:

Contract Line Item Numbers (CLINs) 7000-7900 are Cost Plus Fixed Fee (CPFF).

CLINs 9000-9900 are COST ONLY

Date CLIN 7999 is Not Separately Priced (NSP).

CNIN-NOTICE-0001 SECTION B NOTES (JUL 2015)

1. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. Offers may obtain information on SAM registration and annual confirmation at <https://www.sam.gov> or <https://www.acquisition.gov> and by phone at 1-866-606-8220.
2. Data Item Descriptions (DIDS) referenced in the attached Contract Data Requirements List(s) (CDRLs) are available at the following website: <http://www.assistdocs.com>
3. The technical data package may contain information that is export controlled. Only those companies that have completed DD Form 2345 and are certified under the Joint Certification Program (JCP) in an active status are authorized to receive export controlled information. Additional information is available at <http://www.dlis.dla.mil/jcp/>.
4. Technical questions concerning this procurement shall be submitted via the SeaPort-e portal Q&A function no later than 7 days prior to the close of the solicitation.

CNIN-NOTICE-0002 NSWC CRANE GENERAL PROCUREMENT INFORMATION (FEB 2016)

1. NSWC CRANE VISITOR INFORMATION: PORTABLE ELECTRONIC DEVICE POLICY
NSWC Crane has implemented full compliance with the NAVSEA Access and Movement Control Instruction 5510.2C, dated 25 February 2014, which restricts the use of portable electronic devices (PEDs) in all NAVSEA spaces. In accordance with NSWC Crane Policy Letter 14-02 dated 20 March 2014, all Government civilian, military and contractor personnel assigned to NSWC Crane and all visitors are prohibited from bringing any device or equipment capable of recording, transmitting or exporting photographic images or audible information of any kind into NSWC Crane spaces. This policy prohibits all personal electronic devices other than personal cell phones. For the purpose of this policy, "spaces" include outdoor ranges and test areas. NSWC

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Crane areas will be clearly marked. Prohibited devices include: MP3 players, e-readers, digital recording devices, laptop and tablet computers, and/or other electronic devices not provided by the Government or specifically authorized. One-way pagers are allowed for fire, safety and security purposes. These devices can be used in non-NSWC Crane areas.

2. RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

A new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

For contracts which include the FAR 52.204-9 Personal Identity Verification of Contractor Personnel or will otherwise require frequent access to the Naval Support Activity (NSA)/NSWC Crane site, contractors should consider taking advantage of the benefits available from the RAPIDGate program. A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer.

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is Jon Thomas, and can be reached at Jon.M.Thomas@Navy.mil or at 812-854-5642.

Additional information is available at <http://www.rapidgate.com/>

3. BUSINESS HOURS

NSWC Crane Division allows flexible working hours for its employees. The core time when all employees are scheduled to work is 9:00 am to 2:30 pm (local time).

4. TAX EXEMPTION

Section 39(A) and Section 6 of the Indiana Gross Income Tax Act of 1933, specifically exempts NSWC Crane Division as a government activity from any payment of sales and use taxes. The assigned Exemption Number is 0018103400015

5. NSWC CRANE RECEIVING FACILITY SCHEDULE

Contractors shall schedule deliveries to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time (EST). The receiving facility is closed on Saturdays and Sundays.

6. LEVEL OF EFFORT

Offerors shall propose the labor hours required to perform the requirements of the Statement of Work (SOW) provided for the period of performance specified in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) ALTERNATE I clause applies to these items. The Government average is 13,118 man-hours per year exclusive of Surge Labor, with the mix recommended in the LOE Attachment in Section J. The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

7. SURGE

If the Government determines that an increased LOE is required, the Government reserves the right to exercise "surge" option CLINs for additional hours in accordance with the SOW. The Government estimate is 10% of yearly labor hours for labor option

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items. PRIME OFFERORS SHALL propose all surge hours using a Weighted Average Loaded Labor Rate (WALLR) applied to the surge CLIN. All surge and non-surge labor CLINs shall be proposed as CPFF and shall not exceed the prime Offeror's maximum fee percent in their SeaPort Enhanced (Seaport-e) Multiple Award Contract (MAC). WALLR is calculated by dividing total proposed labor costs by total proposed hours including subcontractors. (See example provided as an attachment in Section J.)

8. OTHER DIRECT COSTS

The Government estimates total ODCs for this task order to be [REDACTED] exclusive of Surge ODCs. ODCs should be proposed as prescribed in Section L, Paragraph 4.4.4.

9. FIXED FEE

(1) The final cost and fixed fee amounts shall be based upon the actual level of effort the contractor provides as explained in the following paragraph.

OFFEROR TO FILL-IN ALL TBD'S BELOW

Labor Items	Labor Hours	Cost	Fee
7000	[REDACTED]	[REDACTED]	[REDACTED]
Rate/Hr		[REDACTED]	[REDACTED]
7200	[REDACTED]	[REDACTED]	[REDACTED]
Rate/Hr		[REDACTED]	[REDACTED]
7400	[REDACTED]	[REDACTED]	[REDACTED]
Rate/Hr		[REDACTED]	[REDACTED]
7600	[REDACTED]	[REDACTED]	[REDACTED]
Rate/Hr		[REDACTED]	[REDACTED]
7800	[REDACTED]	[REDACTED]	[REDACTED]
Rate/Hr		[REDACTED]	[REDACTED]

*The cost rate for CLIN's 7000, 7200, 7400, 7600, and 7800 (to the extent options are exercised) shall be determined by dividing proposed costs by proposed hours under each CLIN.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

1.0 Scope

This Statement of Work (SOW) sets forth the requirements for non-personal professional, program management, administrative support, and meeting support pertinent to the Chief Technology Office and the Office of Counsel at Naval Surface Warfare Center, Crane Division (NSWC Crane). The scope of this effort includes innovation management and facilitation; technology transfer (T2) and agreements support; science, technology, engineering, and mathematics (STEM) program support; patent prosecution support and administrative support.

1.1 Background

NSWC Crane provides comprehensive leadership and support for complex military systems spanning development, deployment and sustainment in three mission areas: Electronic Warfare/Information Operations, Strategic Missions, and Special Missions. NSWC Crane leverages its unique technical capabilities and those of industry partners to provide rapid response technical solutions to meet the mission of the warfighter. In rendering support to the identified tasks, outputs may take the form of information, advice, opinions, alternatives, analysis, reports, reports, evaluations, or recommendations to complement the Government's expertise required to accomplish its mission. The nature of this work shall, at times, require the contractor support personnel to be capable of quick response to stringent deadlines. The contractor is expected to be responsible for multiple assignments, changing priorities and be able to deal with a multitude of requirements that may arise. NSWC Crane requires program support for all projects included and assigned to this Task Order (TO). The activities supported by this TO manage projects and programs that are essential to supporting the warfighter. The contractor shall provide personnel with the necessary skills to support the projects and programs managed by NSWC Crane.

NSWC Crane is committed to three guiding principles: ethos, execution, and excellence. The "excellence" pillar of these guiding principles is aimed at innovating game changing and agile solutions. To do this, the leadership at NSWC Crane has committed to:

- Further National Leadership by ensuring that NSWC Crane's organizations and people are recognized for developing and promoting innovative ideas and solutions which earn recognition from the outside world for their deep understanding of our capabilities, the needs of our customers, and the missions in which they operate.
- Promote Science & Technology by fostering an environment that focuses on the innovation and application of science and technology where new ideas are generated and converted into useful products and services across the lifecycle.
- Ensure Collaboration by creating a robust entrepreneurial ecosystem and culture of cooperation within NSWC Crane Division and other public and private sector instrumentalities to enable an environment to communicate, plan, coordinate and make decisions to achieve common objectives.

Background information for programs supported under this effort:

STEM:

Science, Engineering, Technology, and Mathematics (STEM) related fields are projected to add more than one million jobs by 2020. The Navy knows that it is more important than ever to make sure our children are properly prepared for the future job market, and NSWC Crane supports this endeavor by igniting interests in STEM in the surrounding communities to build a stronger pipeline of world-class STEM talent. This is achieved through various initiatives including but not limited to educational outreach opportunities, internships and shadowing, tutoring, STEM competitions, and tours and field trips.

Technology Transfer (T2)

Navy technology transfer (T2) is the business of transferring technology originally developed by the Navy to other Government agencies, industry, and academia. Emphasis is placed on the transfer to the commercial sector to strengthen the US Industrial base. Another aspect of T2 is external partnering with industry and academia in areas that align to the NSWC Crane Mission. T2 and federal employee disclosure of inventions are both mandated by

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legislation with improved access to federal labs by non-federal organizations. It allows Government inventors to patent their federal technologies and receive a share of the royalties when licensed in the commercial sector. The goal of this legislation is to more efficiently put federally funded technology to use in real world applications.

Patents:

The NSWC Crane patent program provides protection of Navy created inventions and supports the national credentialing of Crane and the workforce as an innovation hub. The patent program prepares patent applications and the required documentation that is dictated by USPTO processes, legal requirements, Navy policies and governing legislation. Patent prosecution is conducted in house and externally through a coordinated law student externship program. This externship program encompasses various universities with Navy IP that allows students to work on, learn from, and assist with full patent USPTO filings and actions. Patents are a foundational piece to the T2 program as well, and serve as a main area for technology commercialization and economic development efforts within the region and state.

Innovation

Innovation is seen across the lifecycle at NSWC Crane and is about the evolution, challenge, and new discovery of technology, methods and practices. Innovation also expands beyond Crane and is a driving force in our technology engagements with external entities. The investment in this innovation ecosystem fosters a region that strives to achieve and maintain technical excellence. The adoption of innovation best practices of industry to Government (and vice versa), the technical engagements required to understand and align critical technical gaps between industry and Government, and the collaborative nature to address those gaps are all part of the longer term strategic approach to innovation at Crane.

1.2 Applicable Paragraphs

This TO applies to the following SOW paragraphs of the basic SeaPort Enhanced (SeaPort-e) Multiple Award Contract (MAC):

- 3.20 Program Support
- 3.21 Functional and Administrative Support

2.0 Applicable Documents

The following documents of the revision or issue in effect at the date of award form a part of this SOW for reference. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

2.1 Specification – Mandatory Compliance

N/A

2.2 Standards – Mandatory Compliance

37 CFR 404
37 CFR 501
DoDI 5535.8
Exec Order 10096
15 USC 3710c

2.3 Other Publications and Regulations

US Patent and Trademark Office Manual for Patent Examination Procedures (MPEP)

2.4 Instructions and Directives:

NAVWPNSUPPCENINST 5510.1
NAVWPNSUPPCENINST 5910.1
NAVFAC P 1021
OPNAVINST 5102.1.
OPNAVINST 1650.8D
OPNAVINST 5513

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SECNAVINST 5870.3C
SECNAVINST 5700.17
NSWCCRANEINST 11240.1
NSWCCRANINST5726.1B
NSWCCRANEINST 5870.1C
NSWCCRANINST5726.1B

3.0 PERFORMANCE REQUIREMENTS

The contractor shall provide personnel that possess the skills and training to fill positions as identified in the Labor Category Descriptions attachment. The contractor shall comply with Personally Identifiable Information (PII) requirements regarding access and safeguarding of PII. All contractor personnel shall be proficient in the use of computers and various standard commercial software packages used on-Center (Microsoft Professional Suite, Microsoft Project, iCrane SharePoint, Adobe Professional, etc.). The contractor shall be required to utilize various systems for data entry and report generation such as iCrane SharePoint and other systems as identified or as required in the Technical Instructions. Contractor shall be flexible to learn new systems if process changes occur or any new Government on-line systems emerge to support all programs.

3.01 Science Technology Engineering Math (STEM)

The contractor shall assist in the development, preparation and maintenance of program/project execution reports, such as project plans and Excel spreadsheets for use in the reporting and reviews of the STEM program. The contractor shall provide data management and database support associated with specified systems. This shall include providing analytical support for STEM related curriculum, programs, and outreach.

The contractor shall conduct program management functions of project planning; forecasting; proposing recommendations on funding and funding changes; status reporting of project progress; documenting the progress towards program objectives; scheduling of technical and management activities; preparing for and conducting reviews and presentations (CDRL A003); describing results in detail; documenting any technological breakthroughs; and describing, in detail, the monthly status and overall conduct and results of the project (CDRL A005).

The Contractor shall attend both offsite and onsite meetings and conferences. As a result of offsite meeting attendance, the Contractor shall prepare a report (CDRL A008) for Government review containing information on trips, contacts made and briefs of discussions during attendance. The contractor shall facilitate the planning and support of meetings, conferences and reviews. This task entails arranging and securing adequate facilities (Government or contractor), preparing briefing materials, developing and distributing agendas and minutes. The Contractor shall attend briefings and develop briefing materials. The Contractor shall generate and distribute meeting agendas and publish minutes and action items from the meetings (CDRL A007).

The contractor shall establish priorities, perform research, and provide analysis reports (CDRL A001), coordinate and provide data call responses, and evaluate and provide assessment of technical and non-technical program reports (CDRL A002). The contractor shall maintain records, prepare reports and provide comments as required.

External interactions with local schools, academia, and industry will be required IAW NSWCCRANINST 5726.1B as identified within the Technical Instruction to be performed by an individual occupying a valid Indiana Educators License. Contractor shall assist with the creating, compiling, and coordinating of marketing materials and press releases for submission and distribution as approved by the NSWC Crane Public Affairs Office.

The contractor shall coordinate, compile, and enter all programmatic data into various reports and databases, analyze the data and make recommendations on implementation improvement areas, techniques and processes. The contractor shall develop and maintain databases. The contractor shall use statistical techniques for process analysis and data analysis to derive cost reductions and potential savings through implementation of recommended changes. The contractor shall review and evaluate program management data. The contractor shall provide analyses and written recommendations with supporting evidence for Government acceptance or rejection, taking into consideration mission and specified requirements.

3.02 Office of Counsel

The contractor shall provide patent prosecution support to include obtaining information from inventors to assist

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patent counsel preparation of patent applications, assisting with preparation of patent drawings (including obtaining formal patent drawings), and uploading information/files to Navy shared drives and SharePoint access folders. The contractor shall also perform pre-filing reviews / error checking of patent applications, office action responses, and other filings. Other patent prosecution support includes preparing patent application missing parts submissions (e.g., assignments, declarations, amendments, drawing corrections, etc), information disclosure statement filings, and other filing papers including papers typically prepared by patent secretaries or support staff in civil law firm contexts. The contractor will also perform electronic filings of various patent prosecution papers or electronic documents with the US Patent and Trademark Office (USPTO), assist with NSWC Crane Office of Counsel's interactions with USPTO business systems including submission of funds to USPTO deposit account, and assist or perform submissions to the USPTO's electronic assignment filing system. Contractor shall also assist with patent prosecution related activities associated with patent applications or invention disclosures subject to or potentially subject to patent secrecy orders as required, including classified and unclassified secrecy order cases. The contractor shall also provide post filing patent prosecution support to include filings or activities related to patent maintenance fees as well as assisting Crane patent counsels with preparation and filings of petitions IAW US Patent and Trademark Office Manual for Patent Examination Procedures (MPEP), appeals and other post initial filing activities as required. Contractor shall also assist with obtaining public release authorization through applicable public affairs processes.

The contractor shall assist in the development, preparation and maintenance of program/project execution reports, such as project plans and Excel spreadsheets for use in the reporting and reviews of the patent application program. The contractor shall provide data management and database support associated with specified systems. This shall include providing analytical support for patent prosecution, IP management, USPTO coordination, and support for the royalty licensing and law student externship program.

The contractor shall provide support and assistance/recommendations regarding program management functions of project planning; forecasting; tracking funding and funding changes; status reporting of project progress; documenting the progress towards program objectives; scheduling of technical and management activities; preparing for and conducting reviews and presentations (CDRL A003); describing results in detail; documenting any technological breakthroughs; and describing, in detail, the monthly status and overall conduct and results of the project (CDRL A005).

The Contractor shall attend both offsite and onsite meetings and conferences as requested by NSWC Crane Counsel. As a result of offsite meeting attendance, the Contractor shall prepare a report (CDRL A008) for Government review containing information on trips, contacts made and briefs of discussions during attendance. The contractor shall facilitate the planning and support of meetings, conferences and reviews. This task entails arranging and securing adequate facilities (Government or contractor), preparing briefing materials, developing and distributing agendas and minutes. The Contractor shall attend briefings and develop briefing materials. The Contractor shall generate and distribute meeting agendas and publish minutes and action items from the meetings (CDRL A007).

The contractor shall provide recommendations to the Office of Counsel on establishing priorities, performing research, providing analysis reports (CDRL A001), coordinating and providing data call responses, and evaluating and providing assessment of technical and non-technical program reports (CDRL A002). The contractor shall maintain records, prepare reports and provide comments as required.

The contractor shall provide the capability to read articulate, analyze, and understand applicable policies as well as the USPTO processes and requirements. External interactions with academia and industry will be required.

The contractor shall coordinate, compile, and enter all programmatic data into various reports and databases (such as Intellectual Property Management Information System (IPMIS), T2 Access Database, docketing system, weekly planning documents, etc.), analyze the data and make recommendations on implementation improvement areas, techniques, workflow planning to include inventor scheduling with drafting patent counsel, and processes. The contractor shall develop and maintain databases.

The contractor shall use statistical techniques for process analysis and data analysis to derive cost reductions and potential savings through implementation of recommended changes. The contractor shall review and evaluate program management data based on a variety of sources including US Patent and Trademark Office systems, patent file wrapper as well as patent or invention related planning systems and dockets. The contractor shall provide analyses and written recommendations with supporting evidence for Government acceptance or rejection, taking into consideration mission and specified requirements.

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Patent Support shall complete the American Intellectual Property Law Association (AIPLA) Training and apply demonstrated knowledge to comply with 15 USC 3710c, NSWCCRANEINST 5870.1C, SECNAVINST 5870.3C, SECNAVINST 5700.17, 37 CFR 404, 37 CFR 501, DoDI 5535.8, Exec Order 10096, and OPNAVINST 1650.8D during performance of the tasking. Certification of completed training is required prior to completion of the transition period.

3.03 Technology Transfer (T2)

The contractor shall assist in the development, preparation and maintenance of program/project execution reports, such as project plans and Excel spreadsheets and Access Databases for use in the reporting and reviews of the technology transfer program. The contractor shall provide data management and database support associated with specified systems. This shall include providing analytical support for partnering agreements, inventions and intellectual property, and technology commercialization. Contractor shall provide Invention Disclosure and Invention Evaluation Board (IEB) Support IAW the security classification guides in OPNAVINST 5513 series.

The contractor shall conduct program management functions of project planning; forecasting; proposing recommendations on funding and funding changes; status reporting of project progress; documenting the progress towards program objectives; scheduling of technical and management activities; preparing for and conducting reviews and presentations (CDRL A003); describing results in detail; documenting any technological breakthroughs; and describing, in detail, the monthly status and overall conduct and results of the project (CDRL A005).

The Contractor shall attend both offsite and onsite meetings and conferences. As a result of offsite meeting attendance, the Contractor shall prepare a report (CDRL A008) for Government review containing information on trips, contacts made and briefs of discussions during attendance. The contractor shall facilitate the planning and support of meetings, conferences and reviews. This task entails arranging and securing adequate facilities (Government or contractor), preparing briefing materials, developing and distributing agendas and minutes. The Contractor shall attend briefings, develop briefing materials. The Contractor shall generate and distribute meeting agendas and publish minutes and action items from the meetings (CDRL A007).

The contractor shall establish priorities, perform research, and provide analysis reports (CDRL A001), coordinate and provide data call responses, and evaluate and provide assessment of technical and non-technical program reports (CDRL A002). The contractor shall maintain records, prepare reports and provide comments as required.

The contractor shall provide assistance with maintaining IP portfolio and provide the capability to read articulate, analyze, and understand applicable policies. External interactions with academia and industry will be required as identified within the Technical Instruction. Contractor shall assist with the creating, compiling, and coordinating of marketing materials and press releases for submission and distribution as approved by the NSWC Crane Public Affairs Office. Contractor shall support and provide facilitation expertise for innovation and technology transfer related processes. Events (or workshops) typically entail bringing stakeholders (internal and/or external) together to address process issues.

The contractor shall coordinate, compile, and enter all programmatic data into various reports and databases, analyze the data and make recommendations on implementation improvement areas, techniques and processes. The contractor shall develop and maintain databases. The contractor shall use statistical techniques for process analysis and data analysis to derive cost reductions and potential savings through implementation of recommended changes. The contractor shall review and evaluate program management data. The contractor shall provide analyses and written recommendations with supporting evidence for Government acceptance or rejection, taking into consideration mission and specified requirements.

3.04 Innovation

The contractor shall assist in the development, preparation and maintenance of program/project execution reports, such as project plans and Excel spreadsheets for use in the reporting and reviews of the innovation ecosystem. The contractor shall provide data management and database support associated with specified systems. This shall include providing analytical support for documenting the innovation process and the partners within the ecosystem.

The contractor shall conduct program management functions of project planning; forecasting; proposing recommendations on funding and funding changes; status reporting of project progress; documenting the progress towards program objectives; scheduling of technical and management activities; preparing for and conducting

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reviews and presentations (CDRL A003); describing results in detail; documenting any technological breakthroughs; and describing, in detail, the monthly status and overall conduct and results of the project.

The Contractor shall attend both offsite and onsite meetings and conferences. As a result of offsite meeting attendance, the Contractor shall prepare a report (CDRL A008) for Government review containing information on trips, contacts made and briefs of discussions during attendance. The contractor shall facilitate the planning and support of meetings, conferences and reviews. This task entails arranging and securing adequate facilities (Government or contractor), preparing briefing materials, developing and distributing agendas and minutes. The Contractor shall attend briefings, develop briefing materials. The Contractor shall generate and distribute meeting agendas and publish minutes and action items from the meetings (CDRL A007).

The contractor shall establish priorities, perform research, and provide analysis reports (CDRL A001), coordinate and provide data call responses, and evaluate and provide assessment of technical and non-technical program reports (CDRL A002). The contractor shall maintain records, prepare reports and provide comments as required.

External interactions with academia and industry will be required as identified within the Technical Instruction. Contractor shall assist with the creating, compiling, and coordinating of marketing materials and press releases for submission and distribution as approved by the NSWC Crane Public Affairs Office. Contractor shall support and provide facilitation expertise for innovation related processes. Events (or workshops) typically entail bringing stakeholders (internal and/or external) together to address process issues.

The contractor shall coordinate, compile, and enter all programmatic data into various reports and databases, analyze the data and make recommendations on implementation improvement areas, techniques and processes. The contractor shall develop and maintain databases. The contractor shall review and evaluate program management data. The contractor shall provide analyses and written recommendations with supporting evidence for Government acceptance or rejection, taking into consideration mission and specified requirements.

3.05 Administrative Support - Chief Technology Office (CTO)

The contractor shall perform tasks such as data collection and coordination, meeting minutes (CDRL A007), tracking action items, prepare presentations (CDRL A003), etc. The contractor shall initiate and facilitate meetings, schedule conference rooms utilizing the common iCrane SharePoint calendar, and provide scheduling support to include making travel arrangements. The contractor shall create, revise, and clarify procedures to eliminate conflict or duplication. The contractor shall identify and resolve various complex problems that affect the flow of work transactions. The contractor shall be proficient in the use of computers and standard Microsoft software packages utilized at NSWC Crane. The contractor shall scan, copy, gather, summarize, review, and analyze documents, and develop forms and correspondence.

4.0 Government Owned Property

4.1 Government Furnished Information (GFI). The Government will provide all applicable technical documentation and information to the contractor as GFI. This includes technical manuals, training materials and information, drawings, specifications, procedures, processes, and quality system documents required for the performance of engineering, logistics, and technical support. Additional GFI will be provided at the discretion of the Government. GFI will be identified as required utilizing NAVSEA 4340/2 Government Furnished Information Form attached in Section J.

4.2 Government Furnished Property (GFP). GFP will be provided when the contractor has a requirement for special or specific Government material/equipment in the performance of specific tasking. GFP will be identified as required utilizing the Scheduled Government Furnished Property (SGFP) Form attached in Section J.

4.3 Government Furnished Facilities (GFF). The Government will only provide Contractor personnel NMCI owned/Government owned equipment (personal computer/printer with appropriate software (i.e., Microsoft Office) and a work area (desk and use of telephone with long distance/voice mail capability) for those positions identified as being located at a Government location upon contract award and/or when directed by TI. These equipment/facilities shall only be utilized for official Government business.

4.4 Government Owned Vehicles.

The Government shall provide contractor access and authorization to operate Government owned vehicles for the

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purpose of transporting materials and documents to and from buildings within the NSWC Crane confines. Government provided vehicles shall be used solely for the purposes as described in this SOW. All drivers must present proof of valid operator driver's license prior to operating a Government vehicle. The contractor shall operate motor vehicles IAW NSWCCCRANEINST 11240.1 or most recent instruction. All contractor personnel operating Government vehicles, to include materials handling equipment, shall be licensed in IAW provisions set forth IAW NSWCCCRANEINST 11240.1 or most recent instruction, except when a valid state driver's license shall be accepted as proper authority for operation of commercial/administrative (non-tactical) vehicles up to and including 10,000 pounds gross vehicle weight upon completion of training courses as called out in NSWCCCRANEINST 11240.1 or most current instruction. The contractor shall ensure contractor personnel have in their possession a valid US Government Motor Vehicle Operator's Identification Card (SF 46) or valid state driver's license, as applicable, when operating vehicles and equipment. Employees possessing a valid Government license need not be re-licensed. The contractor shall report any accidents involving motor vehicles or any other equipment IAW NSWCCCRANEINST 11240.1 or most recent instruction.

4.5 Return of Government Furnished Items.

All GFI, GFP provided or acquired by the contractor shall be returned to the responsible Requiring Technical Activity (RTA) upon completion of assigned tasking.

5.0 Data Deliverables

All data deliverables shall be created as specified and in the Contractor format unless otherwise directed. All deliverables shall be submitted to the COR referenced in Section G.

CDRL:	CDRL Title:	DID Number:	SOW Paragraph
A001	Technical Report – Study/Services	DI-MGMT-80227	3.01, 3.02, 3.03, 3.04
A002	Technical Report – Study/Services	DI-MGMT-80227	3.01, 3.02, 3.03, 3.04
A003	Presentation Material	DI-ADMN-81373	3.01, 3.02, 3.03, 3.04, 3.05
A004	Funds and Man-Hours Expenditure Report	DI-FNCL-80331A	6.4
A005	Contracting Officer's Management Report	DI-MGMT-81864	3.01, 3.02, 3.03
A006	Contracting Personnel Roster	DI-MGMT-81596	6.6
A007	Report, Record of Meeting Minutes	DI-ADMN-81565	3.01, 3.02, 3.03, 3.04
A008	Technical Report – Trip Report	DI-MISC-81943	3.01, 3.02, 3.03, 3.04, 6.2
A009	Contract Status Report	DI-MGMT-81991	CNIN-Notice-0005

6.0 Special Conditions

6.1 Security

The work to be performed under this TO as delineated in the attached DD Form 254, involves access to, handling of, and generation of classified material up to and including the Secret level. The Contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DoD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The Contractor shall be required to have access to live data during the performance of this TO. Any records and data or information the Contractor may have access to highly sensitive and confidential. The Contractor must not divulge any information about files, data processing activities or functions, user ids or passwords or any other knowledge that may be gained to anyone not authorized to have access to such information. It is the Contractor's responsibility to ensure that all required

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employees have proper authority. All classified material shall be processed and protected IAW the provisions of this SOW and all required instructions and directives in effect concerning the processing of classified material. U.S. Citizenship is required for all positions.

6.2 Travel Requirements

The Contractor may be required to travel within the CONUS. All travel requests for Contractor's travel will be authorized by the COR identified in Section G. Approved travel must be specified within the TI. The Contractor shall submit a trip report to the technical points of contact for all travel performed no later than two weeks after completion of the trip (CDRL A008).

The table below provides offerors with an estimated number of trips and destinations based upon historical information.

Destination	Estimated # of trips				
	Year 1	Year 2	Year 3	Year 4	Year 5
Bloomington, IN	0	0	2	2	2
West Lafayette, IN	5	5	7	7	7
Indianapolis, IN	3	3	5	5	5
Evansville, IN	5	5	6	6	6
San Antonio, TX	1	1	1	1	1
Houston, TX	1	1	1	1	1
Orlando, FL	1	1	1	1	1
Chicago, IL	1	1	1	1	1
Washington D.C.	1	1	1	1	1

6.2.1 Travel Authorization

Any travel undertaken by the Contractor for performance of TO must have prior authorization by the COR (as stated in each TI).

6.3 Need-to-Know Certification

When required to obtain access to a Government facility, ship, aircraft, or other duty station, the Contractor shall initiate requests for need-to-know certification and submit these request to/through the COR for appropriate action.

6.4 Funding

This task order will be funded incrementally as required. Each project will be identified by a separate TI and/or CLIN/SLIN. The Contractor shall notify the Contracting Officer in writing when the contractor has spent 75% of funding (CDRL A004).

6.5 Safety and Health

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The Contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The Contractor shall ensure employees have all required training and certifications related to Occupational Safety and

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Health Administration (OSHA) requirements.

6.6 Control of Contractor Personnel

The Contractor shall provide a Contractor Roster that lists the employee names and TI the employee is tasking (CDRL A006). The Contractor shall also comply with the requirements of NAVWPNSUPPCENINST 5510.1 and NAVWPNSUPPCENINST 5910.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct that Government employees are held to. Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, and job titles. This list shall be updated within forty eight hours after changes occur.

6.7 Identification Badges

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on the requiring activities property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the Crane Division Security Department within forty eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge, and upon request by the Contracting Officer.

6.8 Accident Reporting

The Contractor shall maintain an accurate record of and shall report all accidents to the COR immediately after incident occurs.

6.9 Smoking Regulations

Smoking on Government property shall be in approved areas only IAW NAVFAC P 1021. Smoking in vehicles is prohibited.

6.10 Release of Information

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO shall not be disclosed by any means without prior approval of the authorized representative of the KO. Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

6.11 Privacy Act

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

6.12 Damage Reporting

The Contractor shall maintain an accurate record of and shall report to the COR all damages to Government Furnished Equipment, Material, and Facilities as prescribed by OPNAVINST 5102.1.

6.13 Non-Personal Services

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The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

6.14 Investigations

Contractor employees located on Government property shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

6.15 Government Observations

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance.

6.16 Key Control

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons, no keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control. Key control and accountability shall be IAW the key control requirements set forth in applicable regulations.

6.17 Continuous Improvement

The contractor shall support the NSWC Crane Continuous Improvement program. The Contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The Contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

6.18 Information Non-Disclosure

Contractor personnel may be required to sign Non-Disclosure Agreements as applicable to specific SOW tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

6.19 Existing Conditions

In the performance of work under this TO, the contractor is not responsible for any existing conditions (conditions that exist prior to or as of the effective date of this TO) at the GFF, and the Government will reimburse the contractor for any allowable, allocable, and reasonable costs the contractor might incur as a result of these existing conditions. The Government and the contractor will jointly conduct an inspection of the facilities to establish baseline conditions at the start of the performing period.

6.20 Post Award Meetings

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at (to be identified at Task Order award).

(b) The contractor will be given at least five working days' notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

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(d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0007. The contractor will be given at least five working days' notice prior to the date of the meeting by the Contract Specialist.

7.0 Place of Performance

Work shall be performed at Naval Surface Warfare Center Crane, Indiana or at contractor facilities. Contractor facilities shall be within a 100 mile radius of NSWC Crane. Individual TI's will indicate whether Government work space is available for work being performed. Special tasking may allow work to be performed at a facility otherwise identified; and will be approved by the Contracting Officer, if applicable. For work required to be performed outside NSWC Crane work areas, the contractor will be solely responsible for the necessary equipment and access costs. It is anticipated that contractors working off-site may be required to attend meetings at NSWC Crane on a weekly basis. Due to the business sensitive nature of the information that will be available to the contractor during performance, co-location in non-Government provided facilities (including telework sites) with contractor personnel, that are not a part of the teaming agreement under this TO, is prohibited without written consent from the Contracting Officer.

All telework requests must be submitted to the Contracting Officer for approval as well as the contractors telework policy. The contractors corporate office external to NSWC Crane work-site is not considered a telework site.

8.0 Performance Standards

The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels summarized in the Quality Assurance Surveillance Plan (QASP) identified in Section J as an Attachment to the RFP. Performance standards are required to be met for each of the identified Task Requirements.

CNIN-NOTICE-0003 CONTRACTOR MANPOWER REPORTING (NOV 2015)

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

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

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

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

CNIN-NOTICE-0004 FACILITY INFORMATION (SEP 2016)

1. Compressed Work Schedule – The Contractor may be permitted to utilize a compressed work schedule for their employees working at NSWC Crane Division if specified on the individual contract/order/ or task instruction. A compressed work schedule allows a starting time between the hours of 0600 and 0830 for eight of the ten workdays (nine hours per day) with a stopping time between the hours of 1530 and 1800, and between 0630 and 0900 for one of the ten workdays (eight-hour day) with a stopping time between the hours of 1500 and 1730. The contractor's full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period.

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The contractor's full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a contractor employee may be required to remain on a non-compressed work schedule or to adjust contractor employee work hours (arrival and departure time) to accommodate the requirements of the organization that they support. The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the compressed schedule may exist and the contractor will be notified by the COR of any permanent or temporary exceptions.

2. Flextime - The Contractor may be permitted to utilize a Flextime schedule for their employees working at NSW Crane Division if specified on individual contract/order/ or task instruction. A Flextime schedule allows a starting time between the hours of 0630 and 0900, with a quitting time eight and one-half hours after the clock-in time (1500 to 1730). The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flextime schedule may exist, and the contractor will be notified by the COR of any permanent or temporary exceptions.

3. Closed Days - All closed days will be designated by the Commander, NSW Crane Division. Closed days will be associated with holidays, National Security, and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSW Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by the COR/Contracting Officer and specified on individual contract/order/ or task instruction. In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges IAW the company policy.

4. Inclement Weather - When the Government Agency is closed by the Commander because of inclement weather conditions and/or dangerous conditions, notification of the closing will be broadcast over local radio and television stations.

5. Holidays - A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

New Year's Day	Birthday of Martin Luther King, Jr.
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor IAW the practice as observed by the assigned Government employees at the using activity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(SEP 2009)

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

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

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

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

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

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

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

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

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

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

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

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

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(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

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

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

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

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

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

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

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

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

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies

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provided by law or elsewhere included in this contract.

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

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

(a) Definitions.

- (i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).
 - (ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

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

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

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

CNIN-NOTICE-0005 eCRAFT STANDARD LANGUAGE (MAR 2017)

NOTE - eCRAFT reporting is not required at this time. NSWC Crane Division anticipates implementation of eCRAFT reporting requirements in Fiscal Year 2018 (01 October 2017). It is anticipated that eCRAFT reporting will be required during the period of performance of this contract/task order and will be indicated through a subsequent modification.

(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.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the provisions of the basic contract.

HQ D-1-0001 PACKAGING OF DATA (JULY 2016)

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 28 March 2013.

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified.

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection of Services - Cost Reimbursement May 2001

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

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

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

Item(s) 7000-7900 Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	5/31/2017 - 5/30/2018
7001AA	7/2/2017 - 5/30/2018
7001AB	7/2/2017 - 5/30/2018
7001AC	7/2/2017 - 5/30/2018
9000	5/31/2017 - 5/30/2018
9001AA	7/2/2017 - 5/30/2018
9001AB	7/2/2017 - 5/30/2018
9001AC	7/2/2017 - 5/30/2018

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984

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:

ITEM(S) FROM - TO

CLIN - DELIVERIES OR PERFORMANCE

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

7000	5/31/2017 - 5/30/2018
7001AA	7/2/2017 - 5/30/2018
7001AB	7/2/2017 - 5/30/2018
7001AC	7/2/2017 - 5/30/2018
9000	5/31/2017 - 5/30/2018
9001AA	7/2/2017 - 5/30/2018
9001AB	7/2/2017 - 5/30/2018
9001AC	7/2/2017 - 5/30/2018

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

7100	5/31/2017 - 5/30/2018
7200	5/31/2018 - 5/30/2019
7300	5/31/2018 - 5/30/2019
7400	5/31/2019 - 5/30/2020

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7500	5/31/2019 - 5/30/2020
7600	5/31/2020 - 5/30/2021
7700	5/31/2020 - 5/30/2021
7800	5/31/2021 - 5/30/2022
7900	5/31/2021 - 5/30/2022
9100	5/31/2017 - 5/30/2018
9200	5/31/2018 - 5/30/2019
9300	5/31/2018 - 5/30/2019
9400	5/31/2019 - 5/30/2020
9500	5/31/2019 - 5/30/2020
9600	5/31/2020 - 5/30/2021
9700	5/31/2020 - 5/30/2021
9800	5/31/2021 - 5/30/2022
9900	5/31/2021 - 5/30/2022

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

All provisions and clauses in SECTION G of the basic contract apply to this task order, unless otherwise specified.

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

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

N/A

(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
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00164

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Admin DoDAAC	S2404A
Inspect By DoDAAC	*
Ship To Code	*
Ship From Code	*
Mark For Code	*
Service Approver (DoDAAC)	*
Service Acceptor (DoDAAC)	*
Accept at Other DoDAAC	*
LPO DoDAAC	*
DCAA Auditor DoDAAC	HAA391
Other DoDAAC(s)	*

(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 "SendAdditional Email Notifications" field of WAWF once a document is submitted in the system.
Contracting Officer's Representative: Tina Earl

(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.

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE (NAVSEA) (APR 2015)

COMMANDER
NSWC CRANE DIVISION
ATTN: Tina Earl
300 Hwy 361
Crane IN 47522
Tel: 812-854-8433
Email: tina.earl@navy.mil

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

COMMANDER
NSWC CRANE DIVISION
ATTN: Sean Gillenwater
300 Hwy 361
Crane IN 47522

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Tel: 812-854-6119

Email: sean.gillenwater@navy.mil

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

(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.

CNIN-G-0001 INVOICING DOCUMENTATION FOR COST VOUCHERS (JULY 2015)

Supporting cost voucher documentation in Wide Area Workflow (WAWF) shall be provided in contractor specified format and shall include the following information. This level of detail is required at both the job order (JO) or task order (TO) level and Technical Instruction (TI) level. The supporting data should clearly reflect the JO/TO and TI number for which it applies. For other than firm fixed price subcontracts, subcontractors are also required to provide the same level of supporting detail as the prime contractor. Supporting documentation may be encrypted before submission to the prime contractor for WAWF cost voucher submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR) as required. Failure to comply may result in an unfavorable CPARS rating in the area of regulation compliance.

Cost Elements	
Direct Labor	Total direct labor costs billed for current billing period and cumulative. This includes sub-contractor direct labor. If there are different labor pools, they should be included separately (e.g., on-site, off-site, prime, subK, etc).
Other Direct Costs	Total ODC costs billed for current billing period and cumulative
Indirect Costs	Total indirect costs billed for current billing period and cumulative. If there are different indirect pools, they should be included separately (e.g., Fringe, OH, G&A, etc.). The indirect pool percentage shall be included.
Fee	Total fee billed for current billing period and cumulative.
Invoice Subtotal	Sub-total costs billed for current billing period and cumulative.
Adjustments	Any adjustments to billed costs for current billing period and cumulative.
Invoice Total	Total costs billed for current billing period and cumulative.
Labor Detail (Prime and Subcontractor)	
Employee name	
Labor category	

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Direct labor rate by employee	
Loaded labor rate by employee	
Current period hours (OT hours identified separately)	
Current period direct labor costs	
Cumulative hours (OT hours identified separately)	
Cumulative direct labor costs	
Non-Labor Detail – detail provided for current billing period only	
Travel	Destination, dates, traveler name, total trip costs (includes subK travel)
Material*	Detailed description of item and total item costs (includes subK material)
ODCs*	Covers items that are not material or travel (e.g., training, conference costs, etc). Detailed description of item and total item costs (includes subK ODC)
*Copies of invoices and/or receipts for Material/ODC purchases shall be included.	
CLIN/SLIN Detail – Information should be a cumulative total invoiced against each CLIN/SLIN	
CLIN/SLIN	SLIN being billed
ACRN	ACRN being billed
TO/TI	TO and/or TI number
Amount Funded	Amount funded on each SLIN
Current	Amount billed in current billing period
Cumulative	Cumulative amount billed against SLIN
Balance	Remaining balance on SLIN

CNIN-G-0009 SECURITY ADMINISTRATION (SEP 2014)

The highest level of security required under this contract is Secret as designated on DD Form 254 attached hereto and made a part hereof.

CNIN-G-0014 PAYMENT STATUS INQUIRIES (FEB 2016)

The status of invoice payments can be obtained through MOCAS myInvoice at: <https://myinvoice.csd.disa.mil/>

myInvoice is a web-based application developed specifically for contractors/vendors and Government/Military employees to obtain invoice status and payment data. It is an interactive web-based system, accessible 24 hours a day/7 days a week.

Follow the website instructions and download [“Getting Started with myInvoice”](#) to assist in the registration process.

If you require additional assistance with accessing myInvoice, effective 17 Jun 2013, contact the Columbus Accounting System Helpdesk (CASH) at CCO-CASH@DFAS.MIL or Toll Free at (855) 211-6308.

The status of invoice payments may also be obtained by contacting the DFAS Paying Office designated on the contract cover page. DFAS Paying Office Vendor Pay Customer Service offices are listed below:

F03000	DFAS Dayton	1-800-756-4571 - option 4
F67100	DFAS Limestone	1-800-756-4571 - option 4
HQ0105	DFAS Indianapolis	1-888-332-7366 or 1-317-212-0300
HQ0131	DFAS Columbus Caps	1-800-756-4571 - option 2, option 2

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HQ0248	DFAS Rome	1-800-553-0527
HQ0250	DFAS Rome	1-800-553-0527
HQ0302	DFAS Rome	1-800-553-0527
HQ0303	DFAS Rock Island	1-800-756-4571 - option 2, option 5
HQ0304	DFAS St. Louis	1-800-756-4571 - option 3
HQ0337	DFAS Columbus North	1-800-756-4571 - option 1
HQ0338	DFAS Columbus South	1-800-756-4571 - option 1
HQ0339	DFAS Columbus West	1-800-756-4571 - option 1
HQ0347	DFAS Indianapolis	1-888-332-7366
HQ0248	DFAS Indianapolis	1-888-332-7366 or 1-317-212-0300
HQ0490	DFAS Rome	1-800-553-0527 or 1-315-709-6001
M67443	DFAS Kansas City	1-800-756-4571 - option 5
N0024B	Navy_ERP NAVSEA HQ	1-202-781-3145
N62828	Navy ERP NSWC Crane	cran_vendorpay@navy.mil
N64142	Navy ERP NAWCAD	1-732-323-1082
	(Patuxent River, Lakehurst and NAVAIR HQ)	
N68732	DFAS Cleveland	1-800-756-4571 - option 2 and 4
	(Now pays DFAS Charleston N68892, DFAS Pensacola N68566, DFAS San Diego N68688)	
SL4701	DFAS Columbus EBS	1-800-756-4571 - option 2 and 2

SECTION G NOTES

(NOV 2014)

1. TASK ORDER RATES

The following rates have been approved for this task order.

[REDACTED]

[REDACTED]

[REDACTED]

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

2. CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this TO:

[REDACTED]

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Accounting Data

SLINID PR Number Amount

[REDACTED]
[REDACTED]

MOD P00001

7001AA 130064939000001 [REDACTED]
LLA :
AA 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004039697
Contractor may NOT perform against this SLIN after POP date shown in Section F.
Contractor may continue to invoice after this date, but only for work performed
through and including the aforementioned date.

7001AB 130064708300001 [REDACTED]
LLA :
AB 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004022829
Contractor may NOT perform against this SLIN after POP date shown in Section F.
Contractor may continue to invoice after this date, but only for work performed
through and including the aforementioned date.

7001AC 130064891300001 [REDACTED]
LLA :
AD 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004036309
Contractor may NOT perform against this SLIN after POP date shown in Section F.
Contractor may continue to invoice after this date, but only for work performed
through and including the aforementioned date.

9001AA 130064939000002 [REDACTED]
LLA :
AA 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004039697
Contractor may NOT perform against this SLIN after POP date shown in Section F.
Contractor may continue to invoice after this date, but only for work performed
through and including the aforementioned date.

9001AB 130065000300001 [REDACTED]
LLA :
AC 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004042648
Contractor may NOT perform against this SLIN after POP date shown in Section F.
Contractor may continue to invoice after this date, but only for work performed
through and including the aforementioned date.

9001AC 130064891300002 [REDACTED]
LLA :
AD 97X4930 NH1J 251 77777 0 050120 2F 000000 A00004036309
Contractor may NOT perform against this SLIN after POP date shown in Section F.
Contractor may continue to invoice after this date, but only for work performed
through and including the aforementioned date.

[REDACTED]
[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses in SECTION H of the basic contract apply to this task order, unless otherwise specified.

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
*	\$	\$	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the

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period of performance which the amount(s) are expected to 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.

* to be completed at time of award/modification

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 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.

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(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 (does not include surge CLINS).

(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

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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 (j) 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 at an average rate of approximately [REDACTED] hours per week. 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) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) 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.

(i) 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 and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include

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subcontractor information.

(j) Without Contracting Officer approval, the Contractor may perform up to ■■■ 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.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.203-17	Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition On Contracting With Inverted Domestic Corporations	NOV 2015
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.222-19	Child Labor – Cooperation with Authorities And Remedies	FEB 2016
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combatting Trafficking in Persons	MAR 2015
52.222-55	Minimum Wages under Executive Order 13658	DEC 2015
52.223-5	Pollution Prevention and Right-To-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.232-22	Limitation of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award Alt I	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.245-1	Government Property	APR 2012
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Control of Government Personnel Work Product	APR 1992
252.203-7004	Display of Hotline Posters	JAN 2015
252.204-7000	Disclosure of Information	AUG 2013
252.204-7005	Oral Attestation Of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7008	Only One Offer	OCT 2013
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export Controlled Items	JUN 2013

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252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016

OTHER REQUIRED CLAUSES INCORPORATED BY FULL TEXT

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

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(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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.

ITEM(S)	LATEST OPTION EXERCISE DATE
CLIN 7100	No later than 12 months after the TO Award date.
CLIN 7200	No later than 12 months after the TO Award date.
CLIN 7300	No later than 24 months after the TO Award date.
CLIN 7400	No later than 24 months after the TO Award date.
CLIN 7500	No later than 36 months after the TO Award date.
CLIN 7600	No later than 36 months after the TO Award date.
CLIN 7700	No later than 48 months after the TO Award date.
CLIN 7800	No later than 48 months after the TO Award date.
CLIN 7900	No later than 60 months after the TO Award date.
CLIN 9100	No later than 12 months after the TO Award date.
CLIN 9200	No later than 12 months after the TO Award date.
CLIN 9300	No later than 24 months after the TO Award date.
CLIN 9400	No later than 24 months after the TO Award date.
CLIN 9500	No later than 36 months after the TO Award date.
CLIN 9600	No later than 36 months after the TO Award date.
CLIN 9700	No later than 48 months after the TO Award date.
CLIN 9800	No later than 48 months after the TO Award date.
CLIN 9900	No later than 60 months after the TO Award date.

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

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

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) Applicability. This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).*

(c) General.

- (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed [REDACTED] or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

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

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accordance with Part 44 of the Federal Acquisition Regulation (FAR)

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

(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;

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

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

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

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

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

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

██████████
██████████
██████████

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class Labor Category	Monetary Wage – Fringe Benefits (GS Equivalent Rate)
Program Manager (Sr. Level)	GS-13/14
Intellectual Property Support Specialist (Sr. Level)	GS-12/13
Patent Support Specialist (Mid Level)	GS-10/11

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Program Analyst (Sr. Level)	GS-12/13
Program Analyst (Mid Level)	GS-10/11
Administrative Assistant	GS-07/09

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any _____. [insert regulation name] (48 CFR _____) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

- (1) The Contracting Officer has given prior written approval;
 - (2) The information is otherwise in the public domain before the date of release; or
 - (3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS [252.204-7012](#)) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS [PGI 204.4](#)).
- (b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254 Contract Security Classification Specification

Attachment 2 - Pre Award Survey SF1408

Attachment 3 - Staffing Plan

Attachment 4 - Surge Example

Attachment 5 - Prime Cost Summary Format

Attachment 6 - Subcontractor Cost Summary Format

Attachment 11 - Government Furnished Property List

Attachment 12 - Government Furnished Information Form NAVSEA 4340-2

Attachment 13 - Draft Technical Instructions (1 - 5)

Attachment 8 - Quality Assurance Surveillance Plan (QASP)

Attachment 15 - Labor Category Descriptions

Attachment 9 - ROM Template

Attachment 14 - Government LOE Estimate

Attachment 7 - DoL Wage Determination 4821 Rev 2

Attachment 10 - Past Performance Questionnaire

Exhibit A - CDRL's A001-A009